

BALDWIN NATIONAL BANK
OF ROBERTSDALE

Fairhope, Alabama

Principal \$200.00
Interest 16.10
Ins.-Rec. Fee 2.18
\$ 218.28
6-28-68

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the Fairhope Branch of The Baldwin National Bank of Robertsdale, at its office in Fairhope, Alabama, the sum of Two Hundred Eighteen + 28/100 Dollars payable in 12 installments of \$ 18.19 each, except the first installment which is in the sum of \$ _____; the first installment shall be due on July 30th 1968 after date hereof, and one of such remaining installments shall be due on the 30th 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:

P.O. Box 93
Point Clear Ala.

SIGNATURE OF MAKER (S):

Mary Nicholas

S U M M O N S

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE
STATE OF ALABAMA

You are hereby commanded to summon MARY NICHOLAS to appear within thirty (30) days from the service of this write in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of BALDWIN NATIONAL BANK OF ROBERTSDALE, FAIRHOPE BRANCH.

WITNESS my hand this 23 day of July, 1966.

CIRCUIT CLERK, BALDWIN COUNTY

BALDWIN NATIONAL BANK OF ROBERTSDALE,
FAIRHOPE BRANCH,

Plaintiff,

VS.

MARY NICHOLS,

Defendant

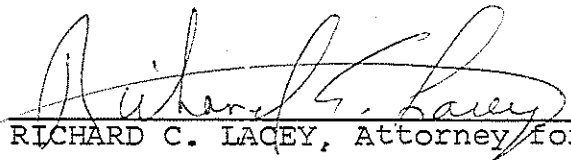
Plaintiff claims of the Defendant TWO HUNDRED SEVENTY AND NO/100 DOLLARS (\$270.00), due by promissory note, made by Defendant on June 20, 1966, and payable August 20, 1966.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay interest at the rate of eight per cent (8%) per annum from June 20, 1966, and Plaintiff claims of the Defendant such interest.

Plaintiff further avers that in and by the terms of said note, the Defendant waives notice of presentment and all right of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, as to which waiver the Plaintiff now claims the benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collection or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the

Defendant the further and additional sum of SIXTY-FIVE DOLLARS
(\$65.00) as such reasonable attorney's fee.


RICHARD C. LACEY, Attorney for Plaintiff

Defendant resides at

P. O. Box 93
Point Clear, Alabama

FILED

NOV 28 1966

CLERK
REGISTRY

Executed
12-2-66
J. L. Wilkins
Ray Randall vs.

600

P. O. Box 93 Point Clear

No. 7279

and 23 day of Nov 1914
2 day of Dec 14
and a copy of the within

Mary Nicholes
same
Point Clear

TAYLOR WILKINS, Sheriff

By Roy Randall

Sheriff claims - 80

Pen Conts per bill 100 80

TAYLOR WILKINS, Sheriff

By Roy Randall
DUTY SHERIFF

Baldwin National Bank
of Robertsdale, Fairhope
Branch

VS

Mary Nicholes

FILED

NOV 23 1914

ALICE L. DICK, CLERK

R. Lacey, atty