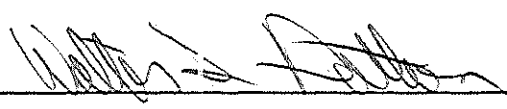


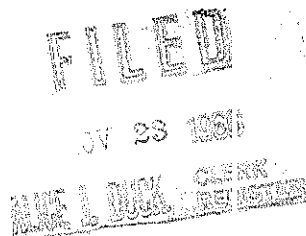
FIRST NATIONAL BANK OF BAY MINETTE,)	
A National Banking Association,)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	
ANDREW GOODMAN,)	BALDWIN COUNTY, ALABAMA
Defendant.)	
	LAW SIDE.
	720.72-86

The Plaintiff claims of the Defendant the sum of ONE THOUSAND FOUR HUNDRED SEVENTY FOUR AND 97/100 DOLLARS (\$1,474.97) the balance due by Promissory Note made by him on March 22, 1966, and payable in 24 installments, commencing on April 20, 1966, with interest thereon from June 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 \$220.00 as a reasonable attorney's fee in the premises.


Attorney for Plaintiff.



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 ANDREW GOODMAN
..... c/o Griffin Motor Company
..... 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.....

Andrew Goodman....., Defendant.....

by First National Bank of Bay Minette, a national banking association
....., Plaintiff.....

Witness my hand this..... 23rd day of..... November 19..... 66.

Executed

12-7-66

Benjamin

....., Clerk

Layla Wilkins Sheriff
W O Garner D.S.

623

No. 7246 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FIRST NATIONAL BANK OF BAY
MINETTE, a national banking
association,

Plaintiffs

vs.

ANDREW GOODMAN

Defendants

SUMMONS AND COMPLAINT

Filed November 23 19 66

Clerk

W. P. Garner
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
c/o Griffin Motor Company
Loxley, Alabama

Received In Office

NOV 23 1966 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this 12-7 1966

by leaving a copy with

Andrew Goodman

Sheriff claims 4.0 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

By W. P. Garner
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. P. Garner Deputy Sheriff

Loxley

ON#25-200-357
Less Refund

88.50 912.00
88.50 88.50-
912.00 823.50 1,331.75

STATE OF ALABAMA, BALDWIN COUNTY ON#15-200-491

Less Refund

355.75 369.00 213.00

1,577.00

Late Charge

13.25 13.25 Int. Fee 4.50 4.50 Rec. Fee 30.25-2.00

POST OFFICE Loxley, Alabama

Gulf Area Ins.

373.50 360.25
BAY MINETTE, ALABAMA

March 22

19 66

On or before 20th each month

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,

ONE THOUSAND FIVE HUNDRED SEVENTY SEVEN DOLLARS AND no/100

in 23 installments of \$50.00 each, and 1 installment of \$427.00, the first installment due April 20, 1966

DOLLARS,

after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 24 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, to have and to hold unto the said bank, its heirs and assigns, 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:

1957 Plymouth 4 door S#20890694

1961 Pontiac 4 door S#86102423

MAR 29 1966

LOXLEY BRANCH

and that no tax was collected. Recorded in

Book 497

Page 951

By Harry Delme 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.

22

March

66

Witness my/our hand(s) and seal, this the day of 19

Attest:

BF

EMP: Griffin Motor Supply

51857

LOXLEY BRANCH

LOXLEY BRANCH

20-102-167

MR. ANDREW GOODMAN

26

(L. S.)

(L. S.)