

ON #25-103-331 60.00

Refund " 12.50

47.50

Prin. 310.50

STATE OF ALABAMA, BALDWIN COUNTY

Add 200.00

Int. 25.00 \$ 341.00

Gulf Area Ins. 63.00

Ins.-Rec. Fee 3.50-2.00

c/o C.A. McNeil

POST OFFICE Loxley, Alabama

BAY MINETTE, ALABAMA February 14, 1966

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,

THREE HUNDRED FORTY ONE AND 10/100

DOLLARS.

in 11 installments of \$25.00 each, and 1 installment of \$66.00, the first installment due March 20, 1966 after date

hereof, and the remaining installments due on the corresponding day of each successive 12 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:

1957 Dodge Coronet 2 door Hardtop S#35207839

STATE OF ALABAMA  
BALDWIN COUNTY  
I certify that this instrument was

FEB 22 1966

496 DOLLARS  
JUDGE OF PROBATE

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as 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 14 day of February, 1966

Attest:

RNL

EME: St. Hwy. Dept.

Rufus R. McNeil  
MR. RUFUS R. McNEIL

51399 LOXLEY BRANCH

20-102-163

(L. S.)

(L. S.)

PAGE 605

|                                     |   |                         |
|-------------------------------------|---|-------------------------|
| FIRST NATIONAL BANK OF BAY MINETTE, | ) |                         |
| A National Banking Association,     | ) | IN THE CIRCUIT COURT OF |
|                                     | ) |                         |
| Plaintiff,                          | ) | BALDWIN COUNTY, ALABAMA |
|                                     | ) |                         |
| vs.                                 | ) |                         |
|                                     | ) | LAW SIDE.               |
| RUFUS R. McNEIL,                    | ) |                         |
|                                     | ) |                         |
| Defendant.                          | ) |                         |

The Plaintiff claims of the Defendant the sum of THREE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$316.00), the balance due by Promissory Note made by him on February 14, 1966, and payable in 12 installments, commencing on March 20, 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 \$50.00 as a reasonable attorney's fee in the premises.

  
 Attorney for Plaintiff.

FILED  
 NOV 29 1966  
 ALBANY, ALA.  
 CLERK

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 .....RUFUS R. McNEIL.....

.....c/o C. A. McNeil.....

.....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.....

RUFUS R. McNEIL

....., Defendant.....

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

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

Witness my hand this 23 day of November 19 66

.....Clerk

*Spec'd  
12-17-66  
Taylor  
W. H. Harner*

No. 72-87.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

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

Plaintiffs

vs.

RUFUS R. McNEIL

Defendants

SUMMONS AND COMPLAINT

Filed November 23 1966

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

c/o C. A. McNeil

Loxley, Alabama

RECEIVED  
Received In Office

NOV 23 1966 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this 12-17 1966

by leaving a copy with

Rufus R. McNeil

Sheriff claims 4.00 in fees at  
Ten Cents per mile Total \$ 4.00  
TAYLOR WILKINS, Sheriff  
BY W. O. Barnes  
DEPUTY SHERIFF

Taylor Wilkins Sheriff  
W. O. Barnes Deputy Sheriff

Loxley

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

Plaintiff,

vs.

RUFUS R. MCNEIL,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. \_\_\_\_\_

Comes now the Defendant in the above styled cause  
and for answer to the Plaintiff's Complaint says:

1.

That he is not guilty of the matters alleged there-  
in.

2.

That the said note, upon which the action is found,  
is usuary and void for the interest thereon. For further  
answer the Defendant says that the Plaintiff aggregated the  
interest on a principal of THREE HUNDRED TEN AND 50/100  
(\$310.50) at eight per cent (8%) and divided the sum of  
the principal and interest for the entire period of the loan  
at the monthly or other installments in violation of Title 9,  
Section 61 of the Code of Alabama.

WILTERS & BRANTLEY

BY:

*Henry J. Wilters*  
Attorney for the Defendant

CERTIFICATE OF SERVICE

I, *Henry J. Wilters*, certify that I have on this *27th* day of *January*,  
*1967* served a copy of the foregoing pleading on counsel for *the*  
*Plaintiff* in this proceeding by mailing the same by United States  
Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

*Henry J. Wilters*

FILED

JAN 27 1967

ALICE L. DUNN, CLERK  
BALDWIN COUNTY, ALABAMA

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7287

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

Plaintiff,

vs.

RUFUS R. McNEIL

Defendant

ANSWER

WILTERS & BRANTLEY  
Attorneys at Law

Bay Minette, Alabama

JAN 27 1967

Alice L. Duck, CLERK  
REGISTERED