

STATE OF ALABAMA)
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. F. CUMBIE, to appear and answer, plead or demur, within thirty days from the date hereof of this service, to a Bill of Complaint filed against him in the Circuit Court, at Law, for said County and said State by the BALDWIN NATIONAL BANK, a corporation.

Herein fail not, due return make of this writ as the law directs.

Witness my hand this the 8th day of March, 1967.

Alice L. Duck
Clerk of Court

BALDWIN NATIONAL BANK, a
corporation,

Plaintiff

VS

J. F. CUMBIE,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

7404

COUNT ONE:

Plaintiff claims of Defendant the sum of TWO HUNDRED NINETY and 40/100 DOLLARS (\$290.40), due by promissory note made by him on, heretofore, to-wit, October 9, 1965, which sum of money, with interest thereon, is due and unpaid; and Plaintiff avers that in and by the terms of said note, the Defendant waived all rights of exemption under the laws of the State of Alabama, and Plaintiff claims the benefit of said waiver; Plaintiff claims the additional sum of \$75.00 as a reasonable sum as Attorney fees for bringing this suit for that the Defendant in and by the terms of said note agreed to pay a reasonable attorney fee, and Plaintiff avers that said amount is a reasonable attorney fee for the bringing and prosecuting of this suit.

Edmund B. Jones
ATTORNEY FOR PLAINTIFF

FILED

MAR 8 1967

ALICE L. DUCK, CLERK
REGISTER

677

Received 8 day of March 1967
and on 8 day of March 1967
I served a copy of the within etc
on J. F. Cumbie
By service on _____

7404

TAYLOR WILKINS, Sheriff
By W. A. Albert
am

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

BALDWIN NATIONAL BANK, a
corporation,

Plaintiff

VS

J. F. CUMBIE,
In Jail

Defendant

FILED
MAR 8 1967
ALICE A. DUCK, CLERK
REGISTER

ANSWER

BALDWIN NATIONAL BANK, a
corporation,

PLAINTIFF

VS.

J. F. CUMBIE

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7404

For answer to the Plaintiff's Bill of Complaint, the Defendant
says:

1.

He does not owe the amount sued for, nor any amount.

Tolbert M. Brantley
Tolbert M. Brantley

The Defendant demands a trial by jury.

Tolbert M. Brantley
Tolbert M. Brantley

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 10th day of March 1967
served a copy of the foregoing Bill of Complaint, for all
parties to this proceeding by registered mail, by United States
Mail, properly addressed, and that this certificate is true.

By: Tolbert M. Brantley

FILED

MAR 10 1967

ALICE J. BUCK, CLERK
REGISTER

90021
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 7404

BALDWIN NATIONAL BANK, a
corporation,

PLAINTIFF

VS.

J. F. CUMBIE

DEFENDANT

ANSWER

WILTERS & BRANTLEY
Attorneys at Law
Bay Minette, Alabama

FILED

MAR 10 1967

CLERK
JAMES H. WILSON, DEPUTY CLERK

**BALDWIN NATIONAL BANK
OF ROBERTSDALE**

Fairhope, Alabama

Principal \$764.34
Interest 93.80
Ins.-Rec. Fee 13.06
\$ 871.20
10-9 1965

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 Eight Hundred Seventy One & 29/100 Dollars payable in 18 installments of \$ 48.40 each except the first installment which is in the sum of \$ _____; the first installment shall be due on Nov. 10th 1965 after date hereof, and one of such remaining installments shall be due on the 10th 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, judgment 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:

451 S. Section St.
Fairhope, Ala.

SIGNATURE OF MAKER (S):

J. I. Cumble

7404

[illegible]