

\$ 944.00

BAY MINETTE, ALA., July 1., 1963

On the 30th day of December, 1963, after date without grace, I, we, or either of us, promise to pay to the order of BALDWIN COUNTY BANK, A Corporation

Nine hundred forty-four and no/100 - - - DOLLARS

for value received, in lawful money of the United States of America at its present value with interest thereon from maturity

at the rate of eight per cent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker, surety, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at

or before the payment of this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of

every kind and description, raised during the year 19\_\_\_\_ by us or under our direction, including all rents due or to become due as for the year 19\_\_\_\_ in

Baldwin County, Alabama, or elsewhere. Also

INACTIVE

JUN 30 1965

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

5. Attest: JAW (John L. Biggs)

36687

No. \_\_\_\_\_ Due \_\_\_\_\_

John L. Biggs L. S.

Address Box 622, B. M., Ala.

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt and they agree that time of payment may be extended without notice to them of such extension. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

#36100	308.00
#35402	629.00
Less	-37.00
Disc	32.67
L/I	11.33

(Seal)

(Seal)

(Seal)

DUVALL - MOBILE

*Prof. P. Bar.*

DEC 27 1963 *33.40 6/10/64 944.00*

JUL - 1 1964 *24.00 600.00*  
*(12/24/64) 344.00 600.00*

MAR 31 1965 *12.11 (3/11/65) - 600.00*

\$ 1,047.00

BAY MINETTE, ALA., August 31, 1963

On the 30th day of December, 1963, after date without grace, I, we, or either of us, promise to pay to the order of BALDWIN COUNTY BANK, A Corporation

One thousand forty-seven and no/100 - - - DOLLARS

for value received, in lawful money of the United States of America at its present value with interest thereon from maturity

at the rate of eight per cent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama

And hereby waive all right of exemption as to personal property against the payment of this debt and certain collection under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker, surety, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at

or before the payment of this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of

every kind and description, raised during the year 19 by us or under our direction, including all rents due or to become due as for the year 19 in

Baldwin County, Alabama, or elsewhere. Also

One 1957 Ford Fairlane Fordor, V8, Ser. No. DTMT-120006;

One 1950 Plymouth two-door, Ser. No. B0-544980.

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

13 Attest: JAW (John L. Biggs)

No. 37431 Due

Address Box 622, B. M., Ala.

BOOK

431

PAGE

20

JUN 30 1963

INACTIVE

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt and they agree that time of payment may be extended without notice to them of such extension. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

#22735 1018.50  
 - 13.64  
 - 66.20  
 + 72.75  
 + 8.38  
 27.21  
 72.75

(Seal)

(Seal)

(Seal)

DUVALL - MOBILE

Jeff A. Bol.

9/6/63 72.75 974.25

DEC 27 1963 34.10 1/64 - 974.25

JUL - 1 1964 374.25 (24%) 600.00

MAR 31 1965 12.12 (1/11/65) 600.00

R 1.15  
 Baed. Co. Bank  
 Bm

\$ 308.00

BAY MINETTE, ALA., May 26, 1964

On the 25th day of August, 1964, after date without grace, I, we, or either of us, promise to pay to the order of BALDWIN COUNTY BANK, A Corporation

Three hundred eight and no/100- - - - DOLLARS

for value received, in lawful money of the United States of America at its present value with interest thereon from maturity

at the rate of eight per cent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker, sursty, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at

or before the payment of this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of

every kind and description, raised during the year 19 by us or under our direction, including all rents due or to become due as for the year 19 in

Baldwin County, Alabama, or elsewhere. Also

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

13 Attest: JAW

(John L. Biggs)

No. Due

38972

Address Box 622, B. M., Ala.

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt and they agree that time of payment may be extended without notice to them of such extension. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

#38093  
L/I  
Disc

300.00  
1.85  
6.15

(Seal)

(Seal)

(Seal)

DUYALL - NOBILE

DATE OF ENTRY	INTEREST PAID TO	AMOUNT OF INT.	PAID ON PRIN.	BALANCE DUE
9/2/64	11/25/64	6.15	- 0 -	308.00
3/11/65	3/71	8.25	8.00	300.00

1.85 c/x

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 7528

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon John L. Biggs

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 L. Biggs  
....., Defendant.....

by Baldwin County Bank  
....., Plaintiff.....

Witness my hand this.....18.....day of.....May.....19...67..

Ex 5-9-67

*W. J. ...* Clerk

No.....7528.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BALDWIN COUNTY BANK

Plaintiffs

vs.

JOHN L. BIGGS

Defendants

SUMMONS AND COMPLAINT

Filed ..... 5-18 ..... 19... 67

Alice J. Duck ..... Clerk

W. Hayes

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

**RECEIVED**  
Received In Office

..... MAY 18 1967 ..... 19.....

..... TAYLOR WILKINS ..... Sheriff

SHERIFF  
I have executed this summons

this ..... May 19 1967 .....  
by leaving a copy with

John L. Biggs

Taylor Wilkins ..... Sheriff  
W. A. Folger ..... Deputy Sheriff



IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW  
NUMBER:

I

II

III

Wilson Hayes  
Wilson Hayes, Attorney for Plaintiff

**REF ID:**

MAY 18 1967

DATE: 10/10/68 BY: CLARK  
PAGE: 10

NUMBER: \_\_\_\_\_

BALDWIN COUNTY BANK

PLAINTIFF

VS

JOHN L. BIGGS

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT