

S. W. JACOBS

Plaintiff

vs

ARTHUR GAVIN WILLIAMS

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7548

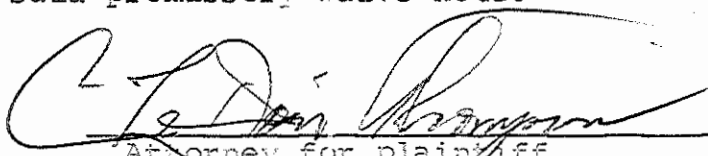
-1-

The plaintiff claims of the defendant the sum of Two Hundred Twenty-seven and 43/100 (\$227.43) Dollars being the balance due and unpaid of a promissory waive note in the amount of Seven Hundred Twenty-four and 50/100 (\$724.50) Dollars drawn by the defendant on the 21st day of August, 1965, payable to the First National Bank of Bay Minette, in 18 installments of \$40.25 each, the first installment being due the 20th day of September, 1965, and each month thereafter until fully paid; with the total unpaid amount becoming due on the failure of defendant to pay any of the individual payments, and the said payments not being paid as they matured, by the said defendant, said note was charged back to the account of the plaintiff herein by the First National Bank of Bay Minette and is owned by the said plaintiff.

Whereas, said note in the balance due amount of Two Hundred Twenty-seven and 43/100 (\$227.43) Dollars with interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.


Attorney for plaintiff.

FILED

JUN 2 1967

ALICE J. DUCK, CLERK
REGISTER

Dep SWJ
G/A Ins.

750.00
186.00

STATE OF ALABAMA, BALDWIN COUNTY

Rt. 2 Box 78 A
POST OFFICE Bay Minette, Ala.

On or before Each 20th

Alabama, or order, at their main banking house in Bay Minette, Alabama,

One Thousand Sixty Seven and no/100-----
in 19 installments of \$ 60.00 each, and 1 installment of \$ 47.00, the first installment due February 20, 1965 after date
hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 18 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:

1960 Chevrolet 8 Cyl. Impala 2 Dr. H. T. Sedan Serial No. 01837A-18850

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.

Witness my/our hand(s) and seal, this 18th day of January 1965.

Attest:

WMK

250

Arthur Gavin Williams

Emp Standard Furn.

20-206-015

Mr. Arthur Gavin Williams

STATE OF ALABAMA, BALDWIN COUNTY

Rt. 2, Box 78-A

Bay Minette, Ala.

Each 20th

On or before next, I/we promise to pay to the First National Bank of Bay Minette, Ala.

BAY MINETTE, ALABAMA August 21, 1965

Ins.-Rec. Fee 10.90 - 2.00

Int. 76.60 \$724.50

Prin. 635.00

688.24
53.24

PAID
ON

Seven Hundred Twenty-four and 50/100-- Dollars, in 18 installments of \$ 40.25 each, and the first installment due September 20th, 1965

hereof, and the remaining installments due on the corresponding day of each successive month, hereafter for said number of 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 agrees 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 at 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:

Extension and Renewal of note \$46729 dated 1/18/65 secured by c/m on 1960 Chevrolet 8 cyl. Impala 2-Dr. H.T. Sedan Serial # 01837A-184850
Endorser: Mr. S. W. Jacobs

Witness my/our hand(s) and seal, this the 21st day of August, 1965

WMK Emp. Stand.Furn.Co.

249

Mr. Arthur Gavin Williams

49248

20-206-0387

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of Payment or any renewal of this note, mortgage, and waive demand, protest and non payment thereof.

R. W. Jacobs

2-15-67

For value received, we hereby sell, assign and transfer our interest in the foregoing note in the amount of 227.43 to S. W. Jacobs, without recourse.

First National Bank of Bay Minette

By

M. Kelly

STATE OF ALABAMA,
BALDWIN COUNTY,
I certify that this instrument was filed on
SEP 2 1965 8 AM
and that no tax was collected. Recorded in 170
Book 486
Page 244
By Thurman D. Jones
Judge of Probate

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 Arthur Gavin Williams

.....
.....
.....

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.....

Arthur Gavin Williams....., Defendant.....

by S. W. Jacobs

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

Witness my hand this..... day of..... 19.....

E4 6-19-67

Moore Printing Co. Clerk

No. 75748

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

S. W. JACOBS

Plaintiffs

vs.

ARTHUR CAVIN WILLIAMS

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

JUN 7 1967

Clerk

ALICE L. OCK, CLERK
REGISTER

C. L. L.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Route 2, Box 73-A
Bay Minette, Alabama

RECEIVED
Received In Office

JUN 8 1967 19.....

TAYLOR WILLIAMS, Sheriff

I have executed this summons

this 6-19 1967

by leaving a copy with

Arthur C. Williams

Sheriff's Office 14 miles or

per mile Total \$ 1.40

TAYLOR WILLIAMS, Sheriff
BY W. A. Selbert
Deputy Sheriff

W. A. Selbert Sheriff
W. A. Selbert Deputy Sheriff

3 miles east of Bay