S. W. JACOBS

X

Plaintiff

X

IN THE CIRCUIT COURT OF

VS

X

BALDWIN COUNTY, ALABAMA

SHERMAN K. BROWN

X

AT LIAW

Defendant

X

-1-

The plaintiff claims of the defendant the sum of Three Hundred Eleven and 20/100 (\$311.20) Dollars being the balance due and unpaid of a promissory waive note in the amount of Five Hundred Thirty-seven (\$537.00) Dollars drawn by the defendant on the 5th day of January, 1965, payable to the First National Bank of Bay Minette, in 18 installments of \$30.00 each except the final installment which is \$27.00, the first installment being due the 5th day of February, 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 Three Hundred Eleven and 20/100 (\$311.20) Dollars with interest thereon, is still unpaid.

-2-

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

Actorney for plaintiff.



	ON 169.75		470.00	•
	REF 6.75	163.00	470.00	
STATE OF ALABAMA, BALDWIN COUNTY		250.00	Int. 56.90	537 00
STATE OF ALABAMA, BALBUM COOK!	Ins.G/A	57.00		
<pre>Rt. 1, Box 173</pre>	,		InsRec. Fee 8.10 - 2	.00
Bay Minette, Ala.	*		January 5,	1966
POST OFFICE	~			
On or before Each 5th	noxt,	I/we promise to pay	to the First National Bank of Bay N	Minette, Bay Minette, Ala-
bama, or order, at their main banking house in Bay	Minette, Alabama,			***************************************
Five Hundred Thirty-sever	n and No/100-			
in 17 installments of \$ 30.00 each, and	[February 5	1966
nereof, and the remaining installments due on the corre with interest on each installment from maturity at 8%			reafter for said number of 1.8	installments
In the event of death, insolvency, assignment	nt by, judgment ggginst.	filing of petition in bo	mkruptcy by or against, or issuance	of writ of garnishment or
attachment against the property of the undersigned, of indebtedness immediately due and payable, and pr	or on the happening of	any one or more of the	above events, the payee may, at its o	option, declare the amount
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The parties to this instrument, whether make thereof, all rights of exemption under the Constitution of	of the State of Alabama.	and under all laws th	ereof, and as to any other state w	here proceedings mov be
instituted, as to personal property, and they severally foreclosure. And each maker, endorser, surety and que	agree to pay all costs of	collecting the same,	including a reasonable attorney's fe	o, whether by suit or by
time of payment may be extended, or renewal note to	ken, or other indulgence	granted, without notice	e or consent to such action, and wi	thout release of liability.
If any installment of this note is not paid at election of the holder of this note, but failure of the ho	the time and place speci older to take advantage	fied herein, the entire of such default does no	amount unpaid shall be due and po ot operate as a waiver of any subse	ryable immediately at the
And to secure the payment of the above am	ount and all and our fo	turo educance on road	werels havest the understanded do be	mahar arant harawin sall
and convey to the said First National Bank of Bay M All of our livestock and its increase; all farming implet	inette the following prop nents, tractors and other	erty belonging to the t equipment; all of our	indersigned, and warranted to be fre household goods and kitcheny furniti	e from any encumbrance: are; all agricultural grops
of every kind and description growing, or grown, by th undersigned, whether in possession, reversion or rema as follows:	e undersigned during the inder. A portion of the r	yearon property so hereby conv	royed, but not limiting the above, is r	nore specifically described
1960 Ford 6 cyl. Fairlane 2	2-Dr Sadan 9	Sarial #ON31	LV-130422	
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Endorser: S. W. Jacobs	Activities of the Section September of the September of t	The second secon	1 Hat 3 1/2 1/3	
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Upon maturity, and non-payment of this obl	:			
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boy Military, is defined as a such place as it may desire days, of the terms, place and time of said sale. The p	roceeds of such sale sha	ll be applied first to t	he expense of seizure and sale, incl	versione, versioner, for ten
ney's see, second to the payment of the debt, and if the			1 to at the	50
Witness my/our hand(s) and seal, th	$_{ m ds}$ the $_{ m}$ 5 th day of $_{ m}$	Janu≉ry,	1966	
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50919 5-20	/	25 2**	/	
5-20	6-038	,		
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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.

is house

2-15-67

For value received, we hereby sell, assign and transfer our interest in the foregoing note in the amount of 311.20 to S. W. Jacobs, without recours

First National Bank of Bay Minette

By Miletey

filed in the Cir	cuit	Court of	Baldwin County,	State of	Alabama,	at Bay	Minette,	against
Sherman	K	Brown		} • • • •	,	:		
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Witness my hand this.....

66-13-67

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Plaintiff's Attorney

Defendant's Attorney

Defendant lives at Route 1, Box 173 Bay Minette, Alabama Received In Office I have executed this summons by leaving a copy with Kleman 22 Brow (Fort-Conts nor. mili Deputy Sheriff

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