

S. W. JACOBS	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
SHERMAN K. BROWN	X	AT LAW NO. _____
Defendant	X	

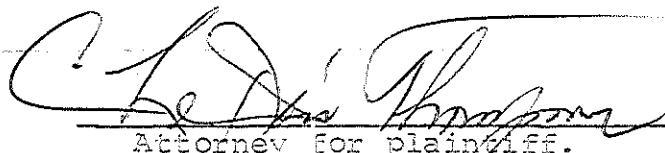
-1-

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 waive note.


Attorney for plaintiff.

FILED
JUN 7 1966

ALICE A. DICK, CLERK
REGISTER

ON 169.75
REF 6.75 163.00
STATE OF ALABAMA, BALDWIN COUNTY Dep. 250.00
Ins.G/A 57.00

470.00
Prim.
Int. 56.90 \$ 537.00
Ins.-Rec. Fee 8.10 - 2.00

Rt. 1, Box 173
Bay Minette, Ala.

POST OFFICE

BAY MINETTE, ALABAMA

January 5, 1966

On or before Each 5th 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,

Five Hundred Thirty-seven and No/100-----

DOLLARS,

in 17 installments of \$ 30.00 each, and 1 installment of \$27.00, the first installment due February 5, 1966 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 Ford 6 cyl. Fairlane 2-Dr. Sedan Serial #0A31V-130422

Endorser: S. W. Jacobs

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 the 5th day of January, 1966

Attest:

WMK Emp. Retired

Sherman K. Brown (L. S.)

Mr. Sherman K. Brown

65

50919

5-206-038

252

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.

J. W. Jacobs

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 recourse

First National Bank of Bay Minette

By

Wm. Lee

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 Sherman K. Brown

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.....

Sherman K. Brown....., Defendant.....

by S. W. Jacobs.....

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

Witness my hand this 7.....day of June 1967..

Ex 6-13-67

Alvin J. [Signature] Clerk

No. 7549

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

S. W. JACOBS

Plaintiffs

vs.

SHERMAN K. BROWN

Defendants

SUMMONS AND COMPLAINT

Filed JUN 8 1967 19.....

Clerk

C. L. J.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Route 1, Box 173
Bay Minette, Alabama

RECEIVED
Received In Office

JUN 8 1967

19.....

TAYLOR WILKINS

Sheriff

I have executed this summons

this 6-13 1967

by leaving a copy with

Sherman K. Brown

Sheriff claim 20 miles at

for Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY W. A. Zolbert
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. A. Zolbert Deputy Sheriff

White House

Dep SWJ

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 325.00
 Int. 36.75 s. 363.75
 Rec. Fee 2.00

Rt. 1 Box 173
 Bay Minette, Ala.

BAY MINETTE, ALABAMA April 10, 1965, 19

POST OFFICE Bay Minette, Ala.
 On or before Each 5th 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, ----- DOLLARS.
 Three Hundred Sixty Three and 75/100----- May 5, 1965 after date
 in 15 installments of \$ 24.25 each, and ----- installment of \$ -----, the first installment due
 hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 15 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 land 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 limited to the above, is more specifically described as follows:

1959 Ford 2 Dr. Motor No. A9AG137862

Endorsed: S. W. Jacobs

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 the 10th day of April 1965, 19

Attest:

WEW Emp Retired

Sherman K Brown (L. S.)

253 Mr. Sherman K. Brown

47693

5-206-026

479 PAGE 585

APR 20 1965 2 P
 any that no tax was collected. Recorded.
 Book 477 Page 585