

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7553

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon John H. Carter

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

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 H. Carter, Defendant.....

by S. W. Jacobs

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

Witness my hand this 7 day of June 19 67

46-27-67

Deirdre Clerk

No. 7553

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

S. W. JACOBS

Plaintiffs

vs.

JOHN H. CARTER

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Tensaw, Ala.

RECEIVED

Received In Office

JUN 8 1967  
JAYLOR WILKINS 19.....

SHERIFF

Sheriff

I have executed this summons

this June 27 1967

by leaving a copy with

John H. Carter

Sheriff's claim 60 miles at

Non Cents per mile Total \$ 6.00

JAYLOR WILKINS, Sheriff

W. O. Selbert, Deputy Sheriff

Blackhawk

Dep.SWJ 500.00  
Ins.G/A 63.00

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 563.00  
Int. 56.00 \$ 630.00  
Ins.-Rec. Fee 9.00 - 2.00

Gen. Del.Tensaw Rt.

POST OFFICE Latham, Ala.

BAY MINETTE, ALABAMA April 18th, 1966

On or before Each 20th

next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Alabama, or order, at their main banking house in Bay Minette, Alabama,

Six Hundred Thirty and NO/100--

in 15 installments of \$ 42.00 each, and installment of \$ the first installment due May 20th, 1966 DOLLARS, after date

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 law; 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 estate, household goods and kitchen furniture; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year BAY MINETTE, ALABAMA. And whatever, 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, are specifically described as follows:

1961 Ford 2-Dr. Sedan Serial 10310124623

APR 26 1966

and that no tax was collected. Recorded in

Book 499

Page 938

Judge of Probate

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the expiration 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 April, 1966

Attest:

RNE Emp. Thomas Earle

John H. Carter

43

52161 3 20-206-047

720

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.

A. W. Jacobs

2-15-67

For value received, we hereby sell, assign and transfer our interest in the foregoing note in the amount of \$16'.00 to S. W. Jacobs without recourse

First National Bank of Bay Minette

By J. M. Kelly

FILED

OCT 16 1967

ALICE J. DICK

CLERK  
REGISTER

B1.15

S. W. JACOBS

Plaintiff

vs

JOHN H. CARTER

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. \_\_\_\_\_

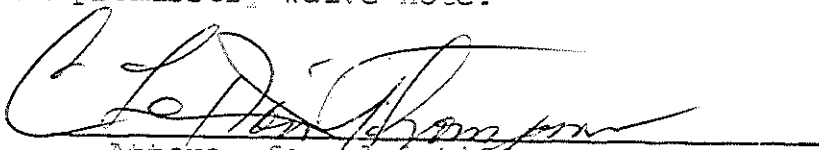
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The plaintiff claims of the defendant the sum of Five Hundred Sixteen (\$516.00) Dollars being the balance due and unpaid of a promissory waive note in the amount of Six Hundred Thirty (\$630.00) Dollars drawn by the defendant on the 18th day of April, 1966, payable to the First National Bank of Bay Minette in 15 installments of \$42.00 each, the first installment being due the 20th day of May, 1966, 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 Five Hundred Sixteen (\$516.00) Dollars with interest thereon, is still unpaid.

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

  
Attorney for plaintiff.

FILED

JUN 7 1967

ALICE J. DUCK, CLERK  
REGISTER