

Deposit

Prin. 900.00

STATE OF ALABAMA, BALDWIN COUNTY

Int. fr dt 8% \$ 902.00

XXX Rec. Fee 2.00

POST OFFICE Robertsdale, Alabama

BAY MINETTE, ALABAMA

March 12

19 66

On or before May 12, 1966

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,

NINE HUNDRED TWO DOLLARS AND no/100 - - - - - DOLLARS,

for value received, with interest thereon at the rate of percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid.

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, 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.

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:

BALDWIN COUNTY
I certify that this instrument was filed on

1963 Ford 4 door Sedan S#3E62D225787

MAR 16 1966 9 AM

and that no tax was collected. Recorded in

Book 497

Page 447

Judge of Probate

By

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 12 day of March

19 66

Attest:

RNL

EMP: Hub City Mt. Company

51736

LOXLEY BRANCH

HUB CITY MOTOR COMPANY

JOE ODEM, Jr.

BOOK

497

PAGE

447

FILE

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.

JUL 25 1968 100⁰⁰ 802⁰⁰
5⁰⁰ 706¹⁰ 100⁰⁰ 702⁰⁰

12-1.15

Dep

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 800.00

Int. Fr. dt. @8%

\$ 806.00

Ins.-Rec. Fee 4.00-2.00

LOXLEY BRANCH

POST OFFICE Robertsdale, Ala.

BAY MINETTE, ALABAMA

July 6, 1965

On or before Oct. 6, 1965

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,

Eight Hundred Six and 00/100-

DOLLARS.

for value received, with interest thereon at the rate of 8 percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid.

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.

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: all of our household goods, including 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 this above, is more specifically described as follows:

1963 Ford LDR. Sedan 6cyl. SS.NO. E54355701 \$800.00

LOXLEY BRANCH

LOXLEY BRANCH

JUL 15 1965
 and that no tax was collected. Recorded in
 Page 470 By Harry D. Odom
 Judge of Probate

BOOK
 483
 PAGE 470

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 7 day of

July

1965

RNL. Empl. Hub city mtr. co.

Hub City Motor Co.
 Joe Odom Jr.
 Mr. Joe Odom, Jr.

18605
 LOXLEY BRANCH

EXTENSION AGREEMENT

Date 8-6-66

By mutual agreement, the Bank, Maker
and Bank of America in consideration of
\$ 8.00 in interest paid, extended the
payment of this note to 8-6-66
Signed Hubert C. M. Jr.

48695
bal - 606.00

AUG 9 - 1966

100.00

606.00

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.

JUN 9 9 30 AM '66

100.00

606.00

Cash BOOK 480 PAGE 495 Prin. 2000.00

STATE OF ALABAMA, BALDWIN COUNTY

Int. Fr. Dt. @8% s. 2012.00

Ins.-Rec. Fee 10.00-2.00

POST OFFICE Robertsdale, Ala.

BAY MINETTE, ALABAMA

May 7, 1965

On or before Aug. 7, 1965

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,

Two Thousand Twelve and 00/100- - - - - DOLLARS.

for value received, with interest thereon at the rate of 8 percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid.

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.

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, or on 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:

1963 Ford Galaxie 500 2 dr. sedan SS#3261F103233

1960 Ford Fairlane 500 4 dr sedan SS#0F42V188744

1960 Oldsmobile Super 88 4Dr. Hardtop Air Cond. SS#097A15733

MAY 18 1965
and that no tax was collected
Book 480
Page 495
This instrument was filed on
JUL 6-29-65
Judge of Probate

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 7 day of May

Attest: Empl. Hub City Motor Co.
Owner

Hub City Motor Co. (L. S.)
Joe Odem Jr. (L. S.)
Mr. Joe Odem, Jr.

48037
LOXLEY BRANCH

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.

JUN 30 1965 600⁰⁰ 1412⁰⁰

100⁰⁰ 1312⁰⁰

JUL 25 1966 867⁶⁷ 7-7-66 138³³ 1173⁶⁷

Dep

Prin. 1700.00

Int. Fr. Dt. @8%

1711.00

STATE OF ALABAMA, BALDWIN COUNTY

LOXLEY BRANCH

Ins.-Rec. Fee 9.00-2.00

POST OFFICE Robertsdale, Ala.

BAY MINETTE, ALABAMA

July 6, 1965

On or before Oct. 6, 1965

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,

- One Thousand Seven Hundred Eleven and 00/100 - - - - - DOLLARS.

for value received, with interest thereon at the rate of 8 percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid.

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.

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 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 fixtures; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year on any lands whatsoever, and 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:

1962 Mercury Comet 4dr. sedan SS. NO. 24122500833 \$600.00

1959 Ford 4dr. V8 Galaxie 500 SS. NO. B9AS161971 \$300.00

1963 GMC 1/2 Ton P/U Truck SS. No. 1001PG19098A \$800.00

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.

6

July

1965

Witness my/our hand(s) and seal, this day of

Attest:

RNL.

Empl. Hub City Mtr. Co.

Hub City Motor Co.
Joe Odem Jr.
Mr. Joe Odem, Jr.

LOXLEY BRANCH

STATE OF ALABAMA
JUL 15 1965
and that no tax was collected
Page 467
By Judge of Probate
Instrument was filed on

BOOK

483

PAGE 467

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.

JUN 1 1900 100⁰⁰

1311⁰⁰

300⁰⁰ 1411⁰⁰

APR 1900 100⁰⁰

1211⁰⁰

FIRST NATIONAL BANK OF BAY MINETTE,)	
A National Banking Association,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
)	
JOE ODOM, JR., individually, and)	LAW SIDE.
doing business as HUB CITY MOTOR)	
COMPANY,)	
)	7567
Defendant.)	

COUNT ONE:

The Plaintiff claims of the Defendant, the sum of SEVEN HUNDRED TWO AND NO/100 DOLLARS (\$702.00), due by Promissory Note made by him on March 12, 1966, and payable on June 10, 1966, together with the interest thereon from June 10, 1966, at the rate of eight percent (8%) per annum.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$140.00 as a reasonable attorney's fee in the premises.

COUNT TWO:

The Plaintiff claims of the Defendant, the sum of ONE THOUSAND ONE HUNDRED SEVENTY-THREE AND 67/100 DOLLARS (\$1,173.67) due by Promissory Note made by him on May 7, 1965, and payable on July 7, 1966, together with the interest thereon from July 7, 1966, at the rate of eight percent (8%) per annum.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$234.00 as a reasonable attorney's fee in the premises.

COUNT THREE:

The Plaintiff claims of the Defendant, the sum of SIX HUNDRED SIX AND NO/100 DOLLARS (\$606.00), due by Promissory Note made by him on July 6, 1965, and payable on August 6, 1966, together with the interest thereon from August 6, 1966, at the rate of eight percent (8%) per annum.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$121.00 as a reasonable attorney's fee in the premises.

COUNT FOUR:

The Plaintiff claims of the Defendant, the sum of ONE THOUSAND TWO HUNDRED ELEVEN AND 06/100 DOLLARS (\$1,211.06), due by Promissory Note made by him on July 6, 1965, and payable on July 6, 1966, together with the interest thereon from July 6, 1966, at the rate of eight percent (8%) per annum.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further

and additional sum of \$242.00 as a reasonable attorney's fee in the premises.

OWENS AND PATTON

By: Walter S. Patton
Attorneys for Plaintiff.

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 JOE ODOM, JR., individually and
d/b/a/ HUB CITY MOTOR COMPANY, ROUTE I, BOX 158
FAIRHOPE, ALABAMA
.....
.....

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.....JOE...ODOM,
JR., individually and d/b/a HUB CITY MOTOR COMPANY
....., Defendant.....
by FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association
....., Plaintiff.....

Witness my hand this..... 12th day of..... June 19 67.....

Executed 6-24-67
Ray Randall D. S.

Alice J. Luck Clerk

No. 7567

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FIRST NATIONAL BANK OF BAY
MINETTE, a National Banking...
Association,

Plaintiffs

vs.

JOE ODOM, JR., individually...
and d/b/a HUB CITY Defendants
MOTOR COMPANY

SUMMONS AND COMPLAINT

Filed JUNE 12 1967

Clerk

OWENS AND PATTON

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

ROUTE 1, BOX 158

FAIRHOPE, ALABAMA

RECEIVED

Received In Office

JUN 12 1967

19...

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this June 24 1967

by leaving a copy with

Joe Odom Jr.
Hub City

Sheriff's claim 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY Roy Randall
DEPUTY SHERIFF

Gaylor Wilkins Sheriff
Roy Randall Deputy Sheriff