

ON 1,269.87  
L/C 37.75

Prin. 1,307.62  
Int. 93.38 \$ 1,439.00  
Ins.-Rec. Fee 34.00 0 4.00

STATE OF ALABAMA, BALDWIN COUNTY

c/o Columbus Smith  
Stockton, Ala.

POST OFFICE

BAY MINETTE, ALABAMA

January 6

19 67

On or before Each 30th

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 Four Hundred Thirty-nine and No/100-----

in 11 installments of \$ 90.00 each, and 1 installment of \$ 449.00 the first installment due February 30, 1967 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 12 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:

Extension and Renewal of note #48781 dated 7/13/65 and recorded in mortgage book 483, page 722 of the Records of the Probate Judge of Baldwin County, Ala. secured by 1961 Chevrolet 8 cyl. Impala 4-Dr. H.T. Sedan Serial #11839A-151485

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 6th day of January 19 67

RNL Emp. Bald.Co.Bd.of Educ.

Douglasville - Teacher

PH 7-8582

*Dorothy S. Thomas*

(L. S.)

(L. S.)

Dorothy S. Thomas 75 32

55032

30-102-082

INSURED VULCAN

1226 75  
2447-25  
127400

FIRST NATIONAL BANK OF BAY MINETTE, )	
A National Banking Association, )	IN THE CIRCUIT COURT OF
Plaintiff, )	
vs. )	BALDWIN COUNTY, ALABAMA
DOROTHY S. THOMAS, )	
Defendant. )	LAW SIDE.
)	

The Plaintiff claims of the Defendant the sum of ONE THOUSAND TWO HUNDRED SEVENTY FOUR AND NO/100 DOLLARS (\$1,274.00), the balance due by Promissory note made by her on January 6, 1967, and payable in 12 installments, commencing on February 30, 1967, with the interest thereon from March 30, 1967, at the rate of eight percent (8%) per annum; Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note, and the said Defendant defaulted in her obligation to pay the installments as set out hereinabove.

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 \$250.00 as a reasonable attorney's fee in the premises.

OWENS AND PATTON

By:   
Attorneys for Plaintiff.

FILED

JUN 23 1967

CLERK  
REGISTRAR

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 DOROTHY S. THOMAS

133 HOBBS AVENUE

PRICHARD, 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.....

DOROTHY S. THOMAS

....., Defendant.....

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

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

Witness my hand this 23rd day of June 1967..

*Executed 7-7-67  
Jayla Wilkins*

*Aime French* Clerk

*S. Morris D. S.*

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

FIRST NATIONAL BANK OF BAY  
MINETTE, a National Banking  
Association

Plaintiffs

*7/1/67* vs.  
DOROTHY S. THOMAS

Defendants

SUMMONS AND COMPLAINT

Filed JUNE 23 19 67

*Alvin ...* Clerk

RECD. SHERIFF DEPT.  
MOBILE COUNTY, ALA.  
JUN 26 8 39 AM '67

OWENS AND PATTON  
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
133 HOBBS AVENUE  
PRICHARD, ALABAMA

RECEIVED  
Received In Office

JUN 23 1967 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this *July 7* 19 *67*  
by leaving a copy with

*Dorothy S. Thomas*

*Ray L. Bridges* Sheriff

*G. ...* Deputy Sheriff