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NO. 7609

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- 1 -

The plaintiff claims of the defendants the sum of One Thousand Three Hundred Twenty (\$1320.00) Dollars being the balance due and unpaid of a promissory waive note in the amount of One Thousand Seven Hundred Twenty-eight (\$1728.00) Dollars drawn by the defendants on the 7th day of August, 1963, payable to the First National Bank of Bay Minette, in twenty-four installments of \$72.00 each, the first installment being due the 10th day of September, 1963, and each month thereafter until fully paid; with the total unpaid amount becoming due on the failure of defendants to pay any of the individual payments, and the said payments not being paid as they matured, by the said defendants, 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 One Thousand three Hundred Twenty (\$1320.00) Dollars with interest thereon, is still unpaid.

-2-

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

~~Attorney for plaintiff~~

FILED  
JUL 12 1967  
ALICE J. DICK, CLERK  
REGISTERED

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 ..... DAVE COOKS and ROOSEVELT COOKS

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.....

DAVE COOKS and ROOSEVELT COOKS ..... Defendant.....

by S. W. JACOBS

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

Witness my hand this..... 17 ..... day of July 19. 67

*Theresa J. Smith* Clerk

24-7-14-67

No. 7609

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

S. W. JACOBS

Plaintiffs

vs.

DAVE COOKS and ROOSEVELT

COOKS

Defendants

SUMMONS AND COMPLAINT

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

JUL 12 1967

Clerk

*e. l. y.*  
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Latham Route

Bay Minette, Alabama

RECEIVED

Received In Office

JUL 12 1967

19.....

TAYLOR WILKINS

SHERIFF

, Sheriff

I have executed this summons

this *July 14* 19*67*

by leaving a copy with

*Dave Cooks*

*Roosevelt Cooks*

Sherriff's Office *120* miles at

that costs per mile total *12.00*

TAYLOR WILKINS, Sheriff

BY *W. A. Blackstone*

DEPUTY SHERIFF

*Taylor Wilkins* Sheriff

*W. A. Blackstone* Deputy Sheriff

*Blackstone*

ON 1,351.50  
Int. Ref 11.50

Prin. 1,340.00  
Int. 213.00 = 1,620.00  
Ins.-Rec. Fee 65.00 - 2.00

STATE OF ALABAMA, BALDWIN COUNTY

Latham Rt.  
Bay Minette, Ala.

POST OFFICE

BAY MINETTE, ALABAMA

February 27, 1965

On or before

Each 30th

at their main banking house in Bay Minette, Alabama,

One Thousand Six Hundred Twenty and No/100----- DOLLARS.

in 24 installments of \$67.50 each, and the first installment due March 30th, 1965 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 24 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:

Ext and Renewal on note #39860 dated 8/7/63 secured by c/m on  
1959 Pontiac Catalina 4-Dr. Sedan, H.T. Serial #159P447842  
1958 Mercury Monterey 2-Dr. Sedan, Serial # M8ZB-12974,  
and Endorsed by 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 27th day of February, 1965

Attest:

WMK Emp. Thomas J. Earle

Roosevelt emp. Loper Lbr. Co.

Dave Cooks 56  
Roosevelt Cooks 22

30-103-235

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.

---

8-4-65

For value received, we hereby sell, assign and transfer our interest in the foregoing note in the amount of 1320.00 to S. W. Jacobs without recourse

First National Bank of Bay Minette, Ala.

By Winton E Wise  
Winton E Wise V P & Cashier

RCS

995.00  
454.00 Ins  
1449.00

Prin. 1,449.00

STATE OF ALABAMA, BALDWIN COUNTY

Int. 227.00

\$ 1,728.00

Ins.-Rec. Fee 50.00-2.00

Latham Route  
POST OFFICE Stockton, Alabama

BAY MINETTE, ALABAMA August 7

On or before Each 10th

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 Twenty-eight

in 24 installments of \$72.00 each, and installment of \$ , the first installment due September 10, 1963

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 24 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 shall not constitute a waiver of any such 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, ~~STATE OF ALABAMA~~ ~~BALDWIN COUNTY~~ 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 1963/65 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:

1959 Pontiac Catalina 4-Dr Hardtop Sedan Sr. No. 159P447842

1958 Mercury Monteray Hardtop 2-Dr Sr. No. M82B12974

AUG 14 1963

and that no tax was collected. Recorded in

Book 429

Page 62

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 determine, 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 7th day of August, 1963

Attest:

FIRST NATIONAL BANK  
OF BAY MINETTE

Dave Cocks  
Roosevelt Cooks

(L. S.)

(L. S.)

51  
20

39860

10-200-331

Book 429  
Page 62

Pl. \$125.00

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.

A W Jacobs

8-4-65

For value received, we hereby sell, assign and transfer our interest in the foregoing note in the amount of 1320.00 to S.W Jacob without recourse.

First National Bank of Bay Minette, Ala.

By Winton E Wise  
Winton E Wise V P & Cashier

FILED  
OCT 16 1967  
ALICE T. DICKSON  
CLERK

R-\$1.15  
FIRST NATIONAL BANK  
BAY MINETTE, ALA.

for 100