

BALDWIN NATIONAL BANK
OF ROBERTSDALE

Fairhope, Alabama

Principal \$832.00
Interest 101.31
Ins.-Rec. Fee 14.21
\$ 947.52
7-20 1966

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the Fairhope Branch of The Baldwin National Bank of Robertsdale, at its office in Fairhope, Alabama, the sum of Nine Hundred Forty Seven and 10/100 Dollars payable in 18 installments of \$ 52.64 each except the first installment which is in the sum of \$ _____; the first installment shall be due on 20th August 1966 after date hereof, and one of such remaining installments shall be due on the 20th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgement against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successor and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each severally agree to pay all cost of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elected, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

Box 357
Fairhope, Ala.

SIGNATURE OF MAKER (S):

x Arthur D. Perry
Patsy Perry

STATE OF ALABAMA
COUNTY OF BALDWIN

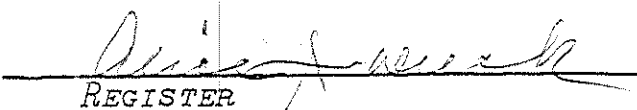
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOUR ARE HEREBY COMMANDED TO SUMMON PATSY TERRY, TO APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE DATE HEREOF OF THIS SERVICE, TO A BILL OF COMPLAINT FILED AGAINST HER IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE BY THE BALDWIN NATIONAL BANK, A CORPORATION.

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE LAW DIRECTS.

WITNESS MY HAND THIS THE 28 DAY OF AUGUST, 1967.


REGISTER

BALDWIN NATIONAL BANK, A
CORPORATION,

PLAINTIFF

VS

PATSY TERRY,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

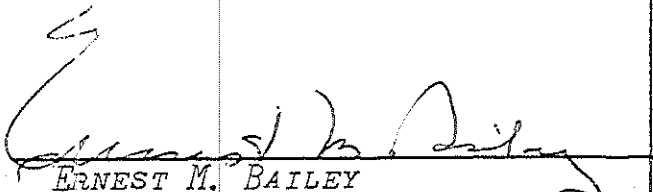
CASE NO: _____

COUNT ONE:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF FIVE HUNDRED SIXTEEN AND 32/100 (\$516.32) DOLLARS, DUE BY PROMISSORY NOTE MADE BY HER ON, HERETOFORE, TO-WIT, JULY 20, 1966, WHICH SUM OF MONEY, WITH INTEREST THEREON, IS DUE AND UNPAID; AND PLAINTIFF AVERS THAT IN AND BY THE TERMS OF SAID NOTE, THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION UNDER THE LAWS OF THE STATE OF ALABAMA, AND PLAINTIFF CLAIMS THE BENEFIT OF SAID WAIVER; PLAINTIFF CLAIMS THE ADDITIONAL SUM OF \$100.00 AS A REASONABLE SUM AS ATTORNEY FEES FOR BRINGING THIS SUIT FOR THAT THE DEFENDANT IN AND BY THE TERMS OF SAID NOTE AGREED TO PAY A REASONABLE ATTORNEY FEE, AND PLAINTIFF AVERS THAT SAID AMOUNT IS A REASONABLE ATTORNEY FEE FOR THE BRINGING AND PROSECUTING OF THIS SUIT.

FILED

AUG 28 1967


ERNEST M. BAILEY
ATTORNEY FOR PLAINTIFF

605

ALICE J. DUCK CLERK
REGISTER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW CASE NO: 7703

BALDWIN NATIONAL BANK, A
CORPORATION,

PLAINTIFF

VS

PATSY TERRY,

DEFENDANT

DEFENDANT IS EMPLOYED AT
VANITY FAIR, ROBERTSDALE,
ALABAMA

*filed 6-25-67
Deane J. ...*

E.M.B.

address:
Box 357
Faulkner, Ala
works at Vanity Fair
Robertsdale, Ala

Received 28 day of Aug. 1967
and on 2 day of Sept. 1967

I served a copy of the within 8 & C
on Patsy Terry

By service on above

TAYLOR WILKINS, Sheriff

By Roy Randall D.S.

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff
BY Roy Randall
DEPUTY SHERIFF

November 7, 1968

Greer's #18
P.O. Box 509
Fairhope, Alabama 36532

Alice J. Duck, Clerk
Baldwin Circuit Court
Courthouse
Bay Minette, Alabama 36507

Dear Mrs. Duck:

This is to inform you that Patsy Terry is no longer employed at Greer's #18 in Fairhope, Alabama.

Garnishment on judgment papers were issued and received at Greer's #18 November 4, 1968. Mrs. Terry's employment ended here October 29, 1968.

Sincerely yours,

Miles Welker

Miles Welker
Manager

FILED

NOV 9 1968

ALICE J. DUCK

CLERK
REGISTER