

FIRST NATIONAL BANK OF BAY MINETTE,	)	
A National Banking Association,	)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	
	)	
vs.	)	BALDWIN COUNTY, ALABAMA
	)	
PAT J. BANKESTER,	)	
	)	LAW SIDE.
Defendant.	)	7823

The Plaintiff claims of the Defendant the sum of SIX HUNDRED THIRTY NINE AND NO/100 DOLLARS (\$639.00), the balance due by Promissory Note executed by him on May 10, 1967, and payable in 12 monthly installments, commencing on June 10, 1967, with the interest thereon from July 10, 1967; 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 that said Defendant defaulted in his 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 the 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, whereof, the Plaintiff claims the benefit.

OWENS AND PATTON

By: Walter S. Patton
Attorneys for Plaintiff.

FILED

NOV 4 1967

CLERK
REGISTER

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 PAT J. BANKESTER
..... STAPLETON, 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.....

PAT J. BANKESTER Defendant.....

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

..... Plaintiff.....

Witness my hand this..... 6th day of..... November 19..... 67

Et 11-6-67

Glenn J. Luck Clerk

No. 7823

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

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

Plaintiffs

vs.

PAT J. BANKESTER

Defendants

SUMMONS AND COMPLAINT

Filed 11/6/67 19.....

Clerk

OWENS AND PATTON

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Stapleton, Alabama

Received In Office

NOV 6 1967

19.....

NOV 6 1967

Sheriff

I have executed this summons

this Nov 6 1967

by leaving a copy with

Pat J. Bankester

Sheriff claiming 24 miles or

Ten Cents per mile to be paid

TAYLOR WILKINS Sheriff

BY W. D. Zolbert

DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. D. Zolbert Deputy Sheriff

Stapleton

INSTALLMENT NOTE

STATE OF ALABAMA

BALDWIN COUNTY

Address:

P. O. Box 102

Stapleton, Ala.

Bay Minette, Alabama

Ins. & Rec. 7.15 - 4.00

Int. 52.85

Prin. 650.00

\$ 714.00

For value received, 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,

\$ 59.50 SEVEN HUNDRED FOURTEEN AND NO/100----- DOLLARS, in 12 installments of

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

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, hereof, 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, protest, notice of protest, 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.

This note is secured by a certain security agreement of 5/10/67 executed by the undersigned and by the First National Bank of Bay Minette.

WITNESS my/our hand and seal this the 10th day of May 1967.

WITNESSES:

WMK/bb Emp. Self-Roofting Contr.

1

INSURED VULCAN

ES462

10-601-094

550

MR. PAT J. BANCHESTER

e.g.

(L.S.)

(L.S.)

(L.S.)

(L.S.)

Pat J. Bancaster

Each and every endorser of this note agrees to be bound by the provisions printed or otherwise appearing on the face of this note and to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee for all services rendered in any way in collecting or securing or attempting to collect or secure the same, whether by suit or otherwise. Each and every endorser of this note hereby waives demand, presentment, protest, notice of dishonor and suit of, to or against any party hereto and all other requirements necessary, except for this waiver, to charge or hold him liable as endorser and, as to the debt evidenced by this note or any renewal or extension thereof, also waives all right of exemption of property from levy or sale under execution or other proceeds for the collection of debts under the Constitution or laws of the State of Alabama or any other state of the United States.

(L.S.) _____
(L.S.) _____
(L.S.) _____
(L.S.) _____