

INSTALLMENT NOTE

STATE OF ALABAMA Dep. 314.63 Prin. 775.00
 BALDWIN COUNTY CC to G.M.A.C.--\$460.37 Int. 91.00 \$ 883.00
 Address: Ins. & Rec. 13.00 - 4.00
Stockton, Ala. Bay Minette, Alabama

April 17, 1967

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, Eight hundred eighty-three and 00/100--DOLLARS, in 17 installments of \$ 49.00 each, and 1 installments of \$ 50.00, the first installment due May 15, 1967, after date hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 18 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.

This note is secured by a certain security agreement of April 17, 1967 executed by the undersigned and by the First National Bank of Bay Minette.

WITNESS my/our hand and seal this the 17th day of April, 1967.

WITNESSES:

RNL/js

Emp. Bob White Chev.

M. E. Bryant, Jr. (L.S.)

____ (L.S.)

____ (L.S.)

____ (L.S.)

56214

15-200-659

INSURED VULCAN

M. E. Bryant, Jr.

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 350.00

Int. 28.00

\$ 384.00

Ins.-Rec. Fee 4.00-2.00

POST OFFICE STOCKTON, ALABAMA

BAY MINETTE, ALABAMA DECEMBER 13, 1966

On or before EACH 20

next, 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,

THREE HUNDRED EIGHTY FOUR AND NO/100 ----- DOLLARS,
in 11 installments of \$1.00 each, and 1 installment of \$ 43.00, the first installment due Jan. 20, 1967 after date

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

and that no tax was collected. Recorded in

Book 513

Page 468

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 13 day of December, 1966

Attest:

INSURED VULCAN

RNL EMP.

MR. MARVIN BRYANT, JR.

54768

20-100-387

FIRST NATIONAL BANK OF BAY MINETTE,)	
A National Banking Association,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	
)	BALDWIN COUNTY, ALABAMA
vs.)	
)	
M. E. BRYANT, JR.,)	LAW SIDE.
)	7883
Defendant.)	

COUNT ONE:

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED THIRTY FOUR AND NO/100 DOLLARS (\$834.00), the balance due by Promissory note made by him on April 17, 1967, and payable in 18 installments, commencing on May 15, 1967, with the interest thereon from June 15, 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 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 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 benefit of said fee.

COUNT TWO:

The Plaintiff claims of the Defendant the sum of TWO HUNDRED TWENTY NINE AND NO/100 DOLLARS (\$229.00), the balance due by Promissory Note made by him on December 13, 1966, and payable in 12 installments, commencing on January 20, 1967, with the interest thereon from June 20, 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

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 M. E. BRYANT, JR.

STOCKTON, 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.....

M. E. BRYANT....., Defendant.....

by FIRST NATIONAL BANK OF BAY MINETTE,.....

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

Witness my hand this.....30th.....day of.....November.....1967..

E412-5-67

Alice J. Luck....., Clerk

No. 7883

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FIRST NATIONAL BANK OF BAY

MINETTE

Plaintiffs

vs.

M. E. BRYANT, JR.

Defendants

SUMMONS AND COMPLAINT

Filed 11/30/67 19.....

FILED

Clerk

NOV 30 1967

ALICE J. DUCK

CLERK
REGISTER

OWENS & PATTON

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

.....STOCKTON, ALABAMA.....

Received In Office

NOV 30 1967

AYLOR WILKINS

SHERIFF

19.....

Sheriff

I have executed this summons

this Dec 5 1967

by leaving a copy with

M E Bryant

Taylor Wilkins Sheriff

W A Selbert Deputy Sheriff

due under said note, and the 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 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 benefit of said fee.

OWENS AND PATTON

By: Walter J. Patton
Attorneys for Plaintiff.

FILED

NOV 30 1967

ALICE J. DUCK CLERK
REGISTER