



100-1000

MAR 11 1978

TAYLOR WILKINS  
SHERIFF

\$29.50

New Date

The State of Alabama,

Baldwin County,

CIRCUIT COURT

James B. Holliday, Ind. & d/b/a

Patrick L. Rhodes Hospital  
vs. Plaintiff

Paul Johnston & Pearl Johnston

Defendant.

PL. PA. FOR COSTS

Filed this 11th day of

March, 1974

James B. Blackmon, Clerk.

Fee Book, page

Execution Docket, Page

Chason, Store & Clifton  
Plaintiff's Attorney.

Defendant's Attorney.

(Proc 63-2) PERSONAL SERVICE

# 7967

Received in office. RECEIVED 19

Sheriff.

APR 20 1978  
Sheriff's Execution Docket, Page

By virtue of THOMAS H. BENNETT have, at  
SHERIFF  
o'clock M., this

day of 19, levied  
on the following:

7-22-88

Execution returned  
without further  
action recalled by  
the Circuit Clerk

James B. Johnson  
Sheriff

John Robinson  
Clerk

PLAINTIFFS WITNESSES

02009

10-4-83

Returned for a

New date

Thomas H. Bennett

James B. Johnson

DEFENDANTS WITNESSES

RECEIVED

RECEIVED  
JAN 19 1987

JAN 19 1987

JAMES B. JOHNSON  
SHERIFF

Total

\$ 1109.25

Thirty days

BAY MINETTE, ALA., 2-20-1967

after date, without grace We

promise to pay to the order of MATTIE L. RHODES HOSPITAL

One thousand one hundred nine and 25/100 ..... DOLLARS  
for value received, in gold coin of the United States of the present standard of weight and fineness with interest at eight per centum  
per annum from date until paid. Payable at MATTIE L. RHODES HOSPITAL.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt or any renewal thereof, all right to exemptions of personal property under the Constitution and Laws of Alabama, and they severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension.

To secure the payment of this note, and to further secure any other indebtedness that I may now or hereafter owe said MATTIE L. RHODES HOSPITAL before this note is paid in full, I hereby bargain, sell, and convey unto said MATTIE L. RHODES HOSPITAL, its successors and assigns, the following described property situated in \_\_\_\_\_, to-wit:

also my entire crops of corn, cotton, cotton seed, hay, fodder, sugar cane, potatoes, and any other produce raised by or for me in the year in which this instrument is made, and all rents due or to become due me during the said year.

Upon default in the payment of the indebtedness set out above, at its maturity, said MATTIE L. RHODES HOSPITAL, its successors and assigns, are hereby authorized and empowered to take possession of any or all of the property described above with or without process of law, and to sell the same at private sale without notice or at public sale to the highest bidder for cash at Bay Minette, Alabama, after ten days notice of the time, terms and place of sale by posting notice thereof at the door of the Baldwin County Courthouse. In the event of such sale, the MATTIE L. RHODES HOSPITAL, its successors and assigns are hereby authorized to buy any part of said property thereat if the highest bidder therefor. I further agree to pay all costs of taking possession of and caring for said property and the cost of making said sale, including a reasonable attorney's fee. The word I, whenever used in this instrument, shall be held and construed to include all persons whose names are signed hereto.

Witness the following signatures and seals, this the 20 day of February, 1967

WITNESS:

*Paul Schuyler*

*J. O'Neal Boyington* (SEAL)  
*Paul Boyington* (SEAL)

STATE OF ALABAMA, BALDWIN COUNTY.

I hereby certify that the within instrument was filed in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, and duly recorded in Vol. \_\_\_\_\_ page \_\_\_\_\_, and I hereby certify that the mortgage tax to the amount of \_\_\_\_\_ has been paid on this instrument.

\$10.00 per week

Judge of Probate.

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon O'NEAL BOYINGTON and PEARL BOYINGTON to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of GEORGE B. HALLIDAY, individually and doing business as MATTIE L. RHODES HOSPITAL.

Witness my hand this 25 day of January, 1968.

  
Clerk

GEORGE B. HALLIDAY, individually	X	
and doing business as MATTIE L.		
RHODES HOSPITAL,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	
O'NEAL BOYINGTON and PEARL	X	AT LAW
BOYINGTON,		
	X	
Defendants.	X	

COUNT ONE:

The Plaintiff claims of the Defendants the sum of One Thousand One Hundred Nine Dollars and Twenty Five Cents (\$1,109.25) due by Promissory Note made by them on the 20th day of February, 1967 and payable on the 20th day of March, 1967, with interest thereon, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note, the Defendants agreed to pay all costs of collecting, or

securing or attempting to collect or secure said note, including a reasonable attorney's fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendants the further and additional sum of Two Hundred and Twenty Dollars (\$220.00) as such reasonable attorney's fee.

The Plaintiff further avers that in, by and as a part of said note the Defendants waive as to this debt or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama as to personal property, and the Plaintiff claims the benefit of such waiver.

CHASON, STONE & CHASON

By: John Earle Chason  
Attorneys for Plaintiff

FILED

JAN 25 1968

ALICE J. DUCK CLERK  
REGISTER

MS. 4667  
1967

GEORGE B. HALLIDAY, individually  
and doing business as MATTIE L.  
RHODES HOSPITAL,

Plaintiff,

vs.

O'NEAL BOYINGTON and PEARL  
BOYINGTON,

Defendants.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

\* \* \* \* \*

SUMMONS AND COMPLAINT

\* \* \* \* \*

ADDRESS OF DEFENDANTS:

402 Railroad Street  
Bay Minette, Alabama

\* \* \* \* \*

JAN 25 1968

CHASON, STONE & CHASON  
ATTORNEYS AT LAW  
P. O. Box 120  
BAY MINETTE, ALABAMA

CLERK  
REGISTER

Served 25 day of Jan. 1968

at on 26 day of Jan. 1968

served a copy of the within & c

O'Neal Boyington,  
Pearl Boyington

service on

TAYLOR WILKINS, Sheriff

W. A. Halliday