

Fairhope, Ala., November 30 19 65

Schedule on Reverse
to the order of FIRST NATIONAL BANK OF FAIRHOPE
One Thousand One Hundred Eighty-eight and No/100 DOLLARS

With interest at the rate of% per annum to maturity
for value received, payable at FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the property hereinafter described.

Full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged for the payment of this note or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time, as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. In the event of default in the payment of any installment of principal or interest, or the death, insolvency of, general assignment by, judgment against, filing of any proceeding under the Bankruptcy Act 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 successors 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 and a sale of the collateral pledged may be made immediately as provided for above. 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 owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and, if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right to exemption under the Constitution and Laws of Alabama, or any other State, 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 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.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity; and thereafter interest at the rate of eight per cent, per annum until paid. It is also agreed by the undersigned to pay a late charge on each installment more than fifteen days in arrears.

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 so elect, nor be liable for any failure or omission in respect thereof.

The collateral security hereinabove referred to is described as follows:

1962 Ford Fairlane 500 2-Dr Spt Cpe Sr. No. 2K47L186586

\$2,188.00

STATE OF ALABAMA,
BALDWIN COUNTY.
I certify that this instrument was filed

DEC 6 1965

and that no tax was collected. Recorded in
Book 491 Page 471 (SEAL)
By (SEAL)
Judge of Probate

Attest:
Due

Mr. William B. Terry
Bay Minette, Alabama
Rt 2 Box 183

Payable in 24 installments of \$49.50 each, the first installment due December 30, 1965, and the remaining installments due on the corresponding day of each successive month thereafter until said 24 installments have been fully paid.

In consideration of One Dollar paid to the undersigned, and of the making at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA, its successors, endorsers or assigns, or the owner or holder of said note, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right to exemption under the Constitution and Laws of Alabama, or any other State, 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 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.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity; and thereafter interest at the rate of eight per cent, per annum until paid.

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

C. LENOIR THOMPSON

Attorney-At-Law

BAY MINETTE, ALABAMA

36507

Office Phone: 937-3921

Residence Phone: 937-7457

February 7, 1968

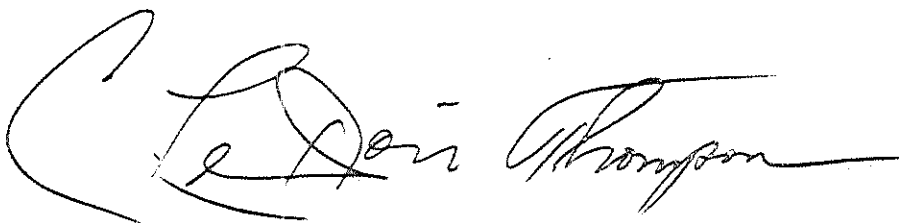
Mr. William B. Terry
Mrs. Dorothy P. Terry
1703 Clark Avenue
Bay Minette, Alabama

Dear Mr. and Mrs. Terry:

Since the matter of the First National Bank of Bay Minette against you has been pending so long and you have not paid the attorney fee in this matter, it is my duty to advise you that I am withdrawing as your attorney in this case.

It is necessary that you obtain an attorney before trial which is Thursday, February 15th.

Yours very truly,



CLT/hm

FILED

FEB 8 1968

ALICE J. DICK

CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons William B. Terry, 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 the same, then and there to answer the Complaint of the First National Bank of Fairhope, a Corporation.

WITNESS my hand, this the 26 day of Feb., 1968.

Alice J. Duck
Alice J. Duck, Clerk

FIRST NATIONAL BANK OF
FAIRHOPE, a Corporation,

Plaintiff,

vs.

WILLIAM B. TERRY,

Defendant.

X
X IN THE CIRCUIT COURT OF
X BALDWIN COUNTY, ALABAMA
X AT LAW
X CASE NO. 8015
X
1.

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED SIXTY-TWO AND 11/100 (\$762.11) DOLLARS, due by promissory note made by him on November 30, 1965, with interest thereon, which said sum is due and unpaid; by the terms of said note the Defendant agreed to pay a reasonable attorneys fee to collect the same, Plaintiff avers that the sum of FIFTY (\$50.00) DOLLARS is a reasonable attorneys fee, which sum the Plaintiff further claims.

WILTERS, BRANTLEY & NESBIT

BY: Henry J. Wilters
Attorneys for the Plaintiff

FILED

FEB 26 1968

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 2015

FIRST NATIONAL BANK OF
FAIRHOPE, a Corporation,

Plaintiff,

vs.

WILLIAM B. TERRY,

Defendant.

SUMMONS & COMPLAINT

WILTERS, BRANTLEY & NESBIT
Attorneys at Law
Robertsdale, Alabama

FILED

204 FEB 26 1968

ALICE J. DICK

CLERK
REGISTER

received 26 day of Feb 1968
d on 28 day of Feb 1968
and a copy of the within S.R.C.
William B. Terry

service on
TAYLOR WILKINS, Sheriff
By W. A. Talbot D. S.

FIRST NATIONAL BANK OF
FAIRHOPE,

Plaintiff,

vs.

WILLIAM D. TERRY,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8015 ¹/₂

WRIT ON JUDGMENT

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, Harry J. Wilters, Jr., has made affidavit as required by law that on the 29th day of April, 1968, the Plaintiff recovered a judgment against William D. Terry for the sum of \$984.83, and the further sum of \$16.50, cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Baldwin Pole and Piling Company a Corporation has, or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or to be liable to the Defendant on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summons the said Baldwin Pole and Piling Company, a Corporation, to be and appear at the Circuit Court of Baldwin County to be held for said County, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the Defendant; and whether it is indebted to said

Defendant, or is liable to him on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

WITNESS, Alice J. Duck, Clerk of said Court, this the

27 day of March, 1970.

Alice J. Duck

Alice J. Duck, Clerk

FILED

MAR 4 1970

ALICE J. DUCK CLERK
REGISTER

243-9-70

First National
Bank of Hope
Pltz.

vs -

Wm. D. Terry
Def.

Baldwin Poll
& Piling Co.
Dainiskee

FILED

MAR 4 1970

ALICE J. DUCK CLERK
REGISTER

Witters & Brantley

Received 15 day of March 19 25
and 9 day of March 19 25
I solemnly swear that the within
on Baldwin Poll & Piling Co. Judgment
By service on Luc McDaniel

TAYLOR WILKINS, Sheriff

By W. D. Terry

STATE OF ALABAMA

Baldwin County

TO William D. Terry Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

..... First National Bank of Fairhope Plaintiff.....

versus William D. Terry Defendant.....

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

..... Baldwin Pole and Piling Company... a Corporation.....

ha..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4
..... day of March, 1970........
Clerk of the Circuit Court.

E43-9-70

8015 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Wm. D. Terry

First Nat'l Bk of
Hope Plaintiff....

VS.

Wm. D. Terry

Defendant....

Winters & Brantley

Received 5 day of March 19 20
and on 9 day of March 19 20
at Mobile Ala.
by William D. Terry
By services on _____

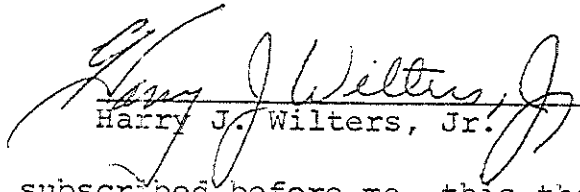
TAYLOR WILKINS, Sheriff
by W. D. Terry
a _____

8015 1/2

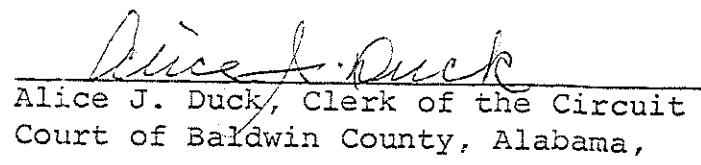
STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, Harry J. Wilters, Jr., Attorney of record for the Plaintiff, who being duly sworn, deposes and says, that the Plaintiff, on the 29th day of April, 1968, recovered a judgment against the Defendant in the sum of \$984.83, plus the cost of the suit in the amount of \$16.50, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the Baldwin County Pole and Piling Company, a Corporation, is believed to have, in its possession, or under its control, money or effects belonging to the Defendant, or that the Baldwin Pole and Piling Company, a Corporation, is believed to be indebted to the Defendant, or to be liable to the Defendant on a contract for the delivery of personal property or on a contract for the payment of money which may be discharged by delivery of personal property, or which is payable in personal property.


Harry J. Wilters, Jr.

Sworn to and subscribed before me, this the 4 day of March, 1970.


Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama,