

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Silas Ganey, Jr. 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 Baldwin County Bank, a Corporation.

Witness my hand this the 11 day of March, 1968.

Alice J. Duck
CLERK

BALDWIN COUNTY BANK, a
Corporation

PLAINTIFF

VS

SILAS GANEY, JR.

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 8135

I

The Plaintiff claims of the Defendant the sum of ONE-HUNDRED THIRTY-FIVE and NO/100 (\$135.00) DOLLARS as balance due on a note of \$243.00 made by him on the 19th day of June, 1967 and payable on the 20th day of November, 1967 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

W. R. Hays
Attorney for Plaintiff

Defendant may be found:

209 Mitchell Avenue
Bay Minette, Alabama

FILED

MAR 11 1968

ALICE J. DUCK CLERK
REGISTER

8035

Baldwin County
Bank, a corp.
Plt.

vs.

Philas Ganey, Jr.
Def.

Received 11 day of Mar. 1968
and on 12 day of March 1968
served a copy of the within 8 cc
in Philas Ganey Jr.

By service on _____

TAYLOR WILKINS, Sheriff
By W A Zolbert, S

FILED

MAR 11 1968

ALICE J. DUCK CLERK
REGISTER

Wilson Hayes, Atty.

\$ 243.00

8035

BAY MINETTE, ALA., June 19

19 67

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order, the sum of

-----TWO HUNDRED FORTY-THREE AND NO/100-----Dollars.

payable in 9 installments of \$ 27.00 each, except the final installment which shall be \$ 27.00; the first

installment shall be due on July 20, 19 67, 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, with interest thereon from

maturity at the rate of eight per cent per annum until paid.

Payable at Baldwin COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker, surety, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of

this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and

description, raised during the year 19 by us or under our direction, including all rents due or to become due as for the year 19 in Baldwin

County, Alabama, or elsewhere. Also

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest:

Silas Ganey, Jr., 209 Mitchell Ave., B.M., AL

No 35877

Due

3 ed 30 min

DUVALL - MOBILE

872

Note #342P9- 27.00

Deposit - 198.00

225.00

16.18

1.82

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt and they agree that time of payment may be extended without notice to them of such extension. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

(Seal)

(Seal)

(Seal)

THE STATE OF ALABAMA

COUNTY

No.

8035

Circuit Court,

Term, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

You are hereby commanded, That of the Goods and Chattels Lands and Tenements, of

Silas Ganey, Jr.

Defendant.

you cause to be made the sum of

One hundred forty-nine ⁸⁰/₁₀₀

Dollars

which

Baldwin County Bank

Plaintiff

recovered of

Silas Ganey, Jr.

on the

22

day of

Oct

1968 by the Judgment of our Circuit Court held for the County of

besides the sum of

Eighteen

⁰⁰/₁₀₀

Dollars

Cost of Suit, and have the same to render to the said

Court

and make return of this Writ, and the execution thereof, according to law.

Witness, this

24

day of

Feb

1970

Alice Duck

Clerk

WITNESSES	AMOUNT	RECAPITULATION	AMOUNT	RECAPITULATION	AMOUNT
		Sub Total Brought Forward.....		Sub Total Brought Forward.....	
		Judgment	149 80	Commissioner	
		10 per cent Damages		Constable	
		Interest from		Constable	
		Clerk(County)	10 50	Publisher	
Clerk's Fees Inf. Court.....		Ex-Clerk.....	30 00	Stenographer	
Sheriff's Fees Inf. Court.....		Sheriff(County)		Garnishee	
Witness Fees Inf. Court		Ex-Sheriff.....		State Trial Tax	3 00
Appeal Fees		Witnesses		Library Tax	
		Municipal Court <i>Jax</i>	45 00		
		Justice of Peace		TOTAL COSTS	
Sub Total Carried Forward		Sub Total Carried Forward	164 80	TOTAL JUDGMENT	

Received in office 19.....

....., Sheriff

Sheriff's Execution Docket, Page.....

By virtue of the within Execution I have, at.....

o'clock..... M., this.....

day of....., 19....., levied

on the following:

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....., Sheriff

....., Deputy Sheriff

No. 8035 Page.....

THE STATE OF ALABAMA

..... COUNTY

CIRCUIT COURT

Baldwin County Bank
vs. *Silas Hanes, Jr.*
Plaintiff Defendant

CIVIL EXECUTION

Judgment, \$ 149.50

Interest,

Damages,

Costs, 18.00

Total, \$.....

Execution Docket..... Page.....

I hereby certify that the within judgment and costs in this case are correct, and there was a waiver of all rights to claim of exemption as to personal property under the Constitution and laws of Alabama.

This....., 19.....

Clerk

W. Hayes
Plaintiff's Attorney

Defendant's Attorney