

15 216.00

8046

BAY MINETTE, ALA., February 10, 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 Sixteen and no/100 ----- Dollars,

payable in 8 installments of \$ 27.00 each, except the final installment which shall be \$ 27.00; the first

installment shall be due on March 10, 19 67, after date hereof, and one of such remaining installments shall be due on the

10th 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 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 1967 by us or under our direction, including all rents due or to become due as for the year 1967 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: (Robert Francis Brown)

Robert Francis Brown L. S.  
Box 614, Robertsedale, Ala.

3 FCH

No. 34885

Due

875 UVALLE - MOBILE

L. S.

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)

LD # 11296

200.00

14.56

1.44

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Robert Francis Brown 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 19<sup>th</sup> day of March, 1968.

Alice J. Duck  
CLERK

BALDWIN COUNTY BANK,  
a Corporation

PLAINTIFF

VS

ROBERT FRANCIS BROWN

DEFENDANT

) IN THE CIRCUIT COURT OF  
)  
) BALDWIN COUNTY, ALABAMA  
)  
) AT LAW  
)  
) NUMBER: 8046  
)  
)

I

The Plaintiff claims of the Defendant the sum of NINETY-FIVE and NO/100 (\$95.00) DOLLARS as balance due on a note of TWO-HUNDRED SIXTEEN and NO/100 (\$216.00) DOLLARS made by him on February 10, 1967 and payable on November 10, 1967 with interest thereon.

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

W. L. Hay  
Attorney for Plaintiff

Defendant may be found at  
501 E. 1st St.  
Bay Minette, Alabama

**FILED**

MAR 19 1968

**ALICE J. DUCK** CLERK  
REGISTER

NUMBER: 8046

BALDWIN COUNTY BANK,  
a Corporation

PLAINTIFF

VS

ROBERT FRANCIS BROWN

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

**FILED**

MAR 19 1968

**ALICE J. DUCK**

CLERK  
REGISTER

SUMMONS AND COMPLAINT

*W. Hayes, Atty*

Received 19 day of Mar 1968

and on 22 day of March 1968

I served a copy of the within Q & C

on Robert Francis Brown

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By W. A. Tolbert D. S.