

FIRST NATIONAL BANK OF  
FAIRHOPE, A Corporation

Plaintiff

VS.

LARRY E. DAVIS

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8052

The Plaintiff claims of the Defendant the sum of ONE THOUSAND TWO HUNDRED FORTY EIGHT AND 75/100 (\$1,248.75) DOLLARS, due by promissory note made by him on December 5, 1966, with interest thereon, which 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 SIXTY FIVE (\$65.00) DOLLARS is a reasonable attorneys fee, which sum the Plaintiff further claims.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis S. Nesbit

Attorney for the Plaintiff

**FILED**

MAR 21 1968

**ALICE J. DUCK** CLERK  
REGISTER

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 .....LARRY E. DAVIS.....

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.....

LARRY E. DAVIS

....., Defendant.....

by .....THE FIRST NATIONAL BANK OF FAIRHOPE, A CORPORATION.....

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

Witness my hand this.....21.....day of.....March.....19 68.....

.....Clerk

341

No. 8052

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

The First National Bank

of Fairhope, a Corporation

Plaintiffs

vs.

Larry E. Davis

Defendants

SUMMONS AND COMPLAINT

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19.....

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Clerk

**ALICE J. DUCK**

CLERK  
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

*Phyllis S. Nesbit*

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Box 352, Loxley, Alabama

Received In Office

MAR 21 1968

19.....

TAYLOR WILKINS  
SHERIFF

Sheriff

I have executed this summons

this

*April 22*

19.....

by leaving a copy with

*Larry E. Davis*

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, ORDER \$1.50 EACH

FOR SERVING 1 PROCESS(S) AND

TRAVEL EXPENSE ON EACH OF \$ 4.00

PROCESS(S) OR A TOTAL OF \$ 5.50

Sheriff

Deputy Sheriff

*Loxley 40 mi*

December  
Fairhope, Ala., November 5 1966

I (WE) PROMISE TO PAY TO THE ORDER OF FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALA.

One Thousand Nine Hundred Ninety Eight and 00/100 DOLLARS \$ 1998.00

for value received, Payable at FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA.

Payable in 24 installments of \$ 83.25 payable in consecutive monthly payments beginning Jan 5, 1967

after date without grace and balance of \$ payable.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy 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 to proceed in any lawful manner for the collection thereof. 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 parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each 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 the same be collected or secured by suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended without notice to any such party. 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 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 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.

This note is additionally secured by Chattel Mortgage on

One 1961 Rambler Sta-Wag 4-Dr SER #C455041, One Stone Age Sprayer

SER #641965, one Roto Tiller Model #B-1-6, SER #50132, One John Deere 8-HP

Tractor SER #SNT1031054187M

*Larry E. Davis* (SEAL)  
Larry E. Davis  
Loxley, Alabama

ATTEST:

(SEAL)

(SEAL)

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)

# CHattel Mortgage

STATE OF ALABAMA  
COUNTY OF BALDWIN

WHEREAS, the undersigned is/are indebted unto FIRST NATIONAL BANK OF FAIRHOPE, Fairhope, Alabama, in the sum of One Thousand Nine Hundred Ninety Eight and 00/100 \*\* DOLLARS,

as evidenced by a certain promissory note of even date and tenor. Said installment note provides among other things that failure to pay any one installment when due shall, at the election of the holder of the said note, mature all the remaining installments, and which said note further provides among other things that if the same shall be placed in the hands of an attorney for collection, after default, a reasonable attorney's fee thereon shall be added to same; and,

Whereas, the said undersigned is/are anxious to secure the payment of said indebtedness, together with any and all extensions or renewals of same, or any part thereof, and any and all other debts, obligations or liabilities, direct or contingent, of the undersigned to said Bank, whether now existing or hereafter arising at any time before the cancellation of this instrument whether said indebtedness be evidenced by note, open account, assignment, endorsement, guarantee, pledge or otherwise; now therefore, in consideration of the premises and \$1.00 paid to the undersigned by the FIRST NATIONAL BANK OF FAIRHOPE, Fairhope, Alabama, the receipt of which is hereby acknowledged, the undersigned does hereby sell, transfer, deliver and warrant unto the said FIRST NATIONAL BANK OF FAIRHOPE, a National Banking Association, hereinafter referred to as Bank, the following described personal property situated in the County of Baldwin (.....), State of Alabama. The personal property hereinabove referred to is described as follows:

One 1961 Rambler 4-Dr Sta-Wagon SER #C455041, One Stone Age Sprayer SER # 641965, One Roto Tiller Model #B-1-6, SER #50132, One John Deere 8-HP Tractor SER #SNT1031054187M

It is further understood and agreed that default in the making of any payment when due as provided in said note shall entitle the Bank to immediate possession of the property described herein for the purpose as herein provided. At any time said Bank shall deem itself insecure it may take possession of said property, and retain the same in some convenient place, at the risk and expense of the undersigned, until the debts, obligations or liabilities hereby secured are fully paid, including any expenses incurred for seizure and storage of the personal property, or the said property is sold in the manner hereinafter specified. The undersigned further agrees that they will not remove the said personal property from the State of Alabama or the above mentioned County, without the written permission of said Bank.

It is further understood and agreed that the undersigned makers hereof will effect and maintain fire, theft and collision insurance on said personal property in such company, form, manner and amount as may be acceptable to said Bank, with loss payable to said Bank, as its interest appear. Should the undersigned for any reason fail to effect and maintain said required insurance, then, said Bank is authorized to secure same for the account of the undersigned, adding the cost thereof with interest to the indebtedness secured by this Chattel Mortgage. In the event of fire, theft or collision loss, it is understood that said Bank is to have the option of either having the property repaired with the money derived from the insurance or of retaining the insurance money collected and applying the same on the indebtedness.

Should the undersigned be unable to effect and maintain this insurance required above, then, the entire remaining indebtedness secured by this instrument shall, at the option of said Bank, become immediately due and payable. The Bank shall have the option of storing property until the undersigned furnishes the Bank with an insurance policy or binder showing the Bank as mortgagee, the expense of storing property to be paid by the undersigned at time of release by the Bank.

It is further agreed that said personal property shall at all times, while in the possession of the undersigned, be at the undersigned's risk and loss, but that loss, injury or destruction of said personal property shall not operate in any manner to release the undersigned from payment as provided herein, and the giving of notes or renewals or extensions thereof shall not release the undersigned from the conditions of this agreement. Should the undersigned, without the written consent of said Bank, remove or attempt to remove, or permit to be removed, said personal property from the County in which the undersigned resides at the time of the making of this pledge, or misuse or mistreat, or otherwise dispose of or attempt to dispose of, or sell said property or use the same to carry passengers for hire, or use said property for the bartaring, storage or transportation of intoxicating liquor contrary to law, or for any unlawful purpose, then the entire remaining unpaid balance of the above mentioned indebtedness shall, at the option of said Bank, become due and payable forthwith.

The undersigned hereby agrees to protect said Bank's interest in said property from liens, suits, attachments, levies or any other loss or damage, failing any of which, said Bank is hereby authorized to expend such sums as may be necessary to protect its interest in said property and such amounts so expended by it shall be an additional lien on said vehicle or personal property and shall be secured hereby. The undersigned covenants and warrants that said property is now free from all liens and encumbrances and the title thereto the undersigned will forever warrant and defend unto said Bank, its successors and assigns, against the lawful claims of all persons whomsoever.

This conveyance is upon the condition that, should the undersigned pay said indebtedness and interest owing thereon at maturity and in accordance with the terms and provisions of said note hereby secured, and pay all other indebtedness hereby secured, promptly when due, and fully comply with the terms of this Chattel Mortgage, this conveyance shall be void, otherwise, the said FIRST NATIONAL BANK OF FAIRHOPE, or any subsequent holder of the said note, shall have the right to take possession of and sell said property at public or private sale, at the option of said Bank, at any time or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale, said Bank may purchase said property discharged from any right of redemption or liability for conversion at the market price, if there is no market price, then at its value. And in the event of a sale of said property at public auction, such sale may be held within the legal hours either at the Court House of said County, or at the City Hall in the city where property is located, or where said property is then located, to the highest bidder for cash to satisfy the indebtedness aforesaid then unpaid, after having ten (10) days' notice of the time, place and terms of sale by posting written notice thereof at the Court House of said County, or at the City Hall in the City that the property is located, and, the proceeds of any sale of property, or any part thereof, shall be applied as follows: 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 said notes whether due or not, with interest, and to the payment of any other debt, obligation or liability hereby secured, principal and interest, whether such debt, obligation or liability be then due or not; and, Lastly, the surplus, if any, to be paid over to the undersigned, and, at any sale made hereunder, said Bank may bid for and purchase said property as if a stranger hereto, in which event the auctioneer conducting said sale shall make the bill of sale. The parties hereto agree that said property need not be present at the place of sale at the time of sale.

In the event of default hereunder and the sale of property is held in accordance with the terms herein, and should property fail to bring the full balance owing, including all attorney's fees and collection fees, the mortgagors hereby agree to pay any deficiency.

The covenants and agreements herein contained shall be binding not only upon the parties hereto; but also on their respective heirs, executors, administrators, successors and assigns.

In Witness whereof, the undersigned has/have hereunto set his (her) (their) (it's) hand (s) and seal (s) this the 5th day of December A.D., 1966.

Witness:

*Larry E. Davis* (SEAL)  
Larry E. Davis (Mortgagor)  
Loxley, Alabama

Witness:

(SEAL)  
(Mortgagor)