

B. W. DAVIS

Plaintiff

vs

JOHN BETTS

Defendant

X

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X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8214

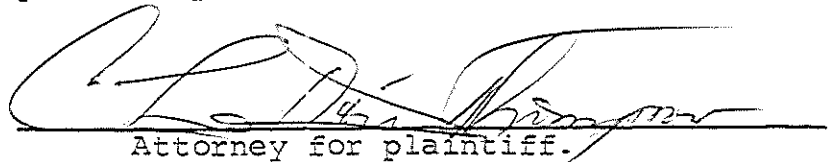
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The plaintiff claims of the defendant the sum of Two Hundred Thirty and no/100 (\$230.00) Dollars being the balance due and unpaid of a promissory waive note in the amount of Two Hundred Ninety-five (\$295.00) Dollars drawn by the defendant on the 6th day of April, 1968, payable to B. W. Davis and Taylor Wilkins in one installment of \$25.00 and 27 installments of \$10.00 each, the first installment being due on April 6, 1968, and the additional installments payable on Saturday of each succeeding week thereafter until fully paid; with the total unpaid amount becoming due on the failure of defendant to pay any of the individual payments, and the said payments not being paid as they matured by the said defendant, said note became due in the amount of \$230.00.

Whereas, said note in the balance due amount of Two Hundred Thirty (\$230.00) Dollars with interest thereon is still unpaid.

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The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.


Attorney for plaintiff.

FILED

JUL 10 1968

ALICE J. DUEX
RECORDED

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 5214

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon John Betts

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.....

John Betts....., Defendant.....

by B. W. Davis.....

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

Witness my hand this 10 day of July 1968

Dee J. Webb, Clerk

E4:7-11-68

No. 8214

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

B. W. DAVIS

Plaintiffs

vs.

JOHN BETTS

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

JUL 10 1968

Clerk

ALICE J. DUCK

CLERK
REGISTER

A. L. G.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

RECEIVED

JUL 10 1968

19.....

TAYLOR WILKINS

Sheriff

I have ~~ensured~~ this summons

this *July 11* 19*68*

by leaving a copy with

John Betts

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CERTAINLY EACH

FOR SERVING 1 PROCESS[ES] AND

TRAVEL EXPENSE ON EACH OF \$ 4.00

PROCESS[ES] OR A TOTAL OF \$ 19.00

Taylor Wilkins Sheriff

W. A. Gilhe Deputy Sheriff

D. Vill

SHORT CHATTEL AND NOTE

MOORE PRINTING CO., BAY MINETTE, ALA.

\$ 295.00 Bay Minette, ALA., April 6th, 19 68
 John Betts after date without grace .. I promise to pay to the order of
 B. W. Davis & Taylor Wilkins
 Two Hundred and ninety-five DOLLARS

for value received, in lawful money of the United States of America, with interest from
 at the rate of per cent per annum until paid.

Payable at \$25.00 down & 10:00 per week till paid
 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 rights of exemption under the Constitution and Laws of Alabama, 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 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. 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 one of them. All suits for the collection of this note may be prosecuted
 in any county in this State that the payee or assignee elects.

Witness hand and seal the day of 19
 Witness J. D. James
 Witness L. S.
 No. Due L. S.

THE STATE OF ALABAMA, Baldwin COUNTY

WHEREAS,a.....indebted to B. W. Davis & Taylor Wilkins
 in the sum of Two Hundred & Ninety-five dollars Dollars
 evidenced by.....promissory note of even date herewith and due on the.....day of 19.....,
 and to secure the payment of same hereby bargain, sell and convey to the said

the following property, upon which there is no incumbrance, to-wit: 1956 Mercury

to have and to hold unto the said
 upon this condition: That if all amounts secured hereby are paid when due, this instrument shall be null and void,
 otherwise to remain in full force, and the said

..... agents or assigns, in the event default is made in such payment, are hereby empowered
 to seize said property without process, and after giving five days' notice at the public places in the county, to sell
 the same at public outcry to the highest and best bidder for cash, and apply the proceeds to the discharge of said
 debt and cost of foreclosure and pay balance to B. W. Davis & Taylor Wilkins

Given under.....hand., this day and date above written.
 Witness: J. D. James (L. S.)
 Charles Lawrence (L. S.)
 (L. S.)