

# PROMISSORY NOTE

\$ 4835<sup>74</sup>

April 1, 1968

For the value received, the undersigned promise(s) to pay on demand to the order of Monsanto Company, St. Louis, Missouri, the sum of Seven Thousand Eight Hundred Thirty Four & 74/100 Dollars with interest from date at the rate 9 % per annum.

If no demand, then said principal and interest on the unpaid balance shall be payable as follows:

On or before	<u>April 22 1968</u>	\$ <u>75<sup>00</sup></u>	<u>Pd</u>
	<u>April 29 1968</u>	<u>75<sup>00</sup></u>	<u>Pd</u>
	<u>June 10 1968</u>	<u>1500<sup>00</sup></u>	<u>Pd</u>
	<u>July 1 1968</u>	<u>3185<sup>74</sup></u>	

It is further provided that should the principal or any installment fail to be paid on demand or on the last date set forth above, this note shall thereafter bear interest at the rate of 9 % on the principal thereof.

Should any action be instituted to collect this note, or any portion thereof, the maker(s) promise(s) to pay such additional sum as the court may adjudge reasonable as attorney's fees in said action.

The maker(s) sureties, guarantors or endorsers hereby jointly and severally waive demand and presentment for payment, protest, and notice of dishonor or protest.

This note is secured by \_\_\_\_\_

X Grady D. Decker  
Grady D. Decker  
Robertsdale, Alabama  
 (Town) (State)

Payable at:

Monsanto Co  
Po Box 366  
Loxley Alabama  
 (Town) (State)

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Grady Dwight Deck, 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 Monsanto Company, a Corporation.

Witness my hand, this the 19 day of Sept. 1968.

Alice J. Duck  
Clerk,

MONSANTO COMPANY, a  
Corporation,

Plaintiff,

vs.

GRADY DWIGHT DECK,

Defendant.

X

X

X

X

X

X

1.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8322

The Plaintiff claims of the Defendant the sum of THREE THOUSAND ONE HUNDRED EIGHTY-FIVE AND 74/100 DOLLARS (\$3,185.74), due by promissory note made by him on April 1, 1968, and payable July 1, 1968, with interest thereon.

That in and by the terms of said note, the Defendant agreed that if said note was placed in the hands of an attorney for collection, that he would pay a reasonable attorney's fee, and the Plaintiff now claims the further and additional sum of SIX HUNDRED THIRTY DOLLARS (\$630.00) from the Defendant as said reasonable attorney's fee.

**FILED**

SEP 19 1968

**ALICE J. DUCK**

CLERK  
REGISTER

Defendant's address is:  
Robertsdale, Alabama

WILTERS & BRANTLEY

BY:

Glenn J. Wilters, Jr.  
Attorneys for the Plaintiff

24 11-18-68

2-7

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. *8332*

MONSANTO COMPANY, a  
Corporation,

Plaintiff,

vs.

GRADY DWIGHT DECK,

Defendant.

SUMMONS & COMPLAINT

WILTERS & BRANTLEY  
Attorneys at Law  
Bay Minette, Alabama

**FILED**

SEP 19 1968

**ALICE J. DUCK** CLERK  
REGISTER

By service on

TAYLOR WILKINS, Sheriff  
By *Paula Williams, D. S.*

I served a copy of the within

on *Grady Dwight Deck*

Received *19* day of *Sept*  
and on *18* day of *1968*

Summons & Complaint *50*  
Ten Cents Per mile Total *500*  
TAYLOR WILKINS, Sheriff  
BY *Paula Williams*  
DEPUTY SHERIFF