

SUMMONS AND COMPLAINT

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CASE NO. _____
TERM, 1968

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Milton R. Davis, Robertsdale, Alabama, 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, Alabama, by H. Kennedy, Plaintiff, against Milton R. Davis, Defendant.

WITNESS my hand this 20 day of November, 1968.

Alice J. Duck, CLERK.

H. KENNEDY,	Y	IN THE CIRCUIT COURT OF
PLAINTIFF,	Y	BALDWIN COUNTY, ALABAMA
VS.	Y	AT LAW
MILTON R. DAVIS,	Y	CASE NO. <u>8442</u>
DEFENDANT.	Y	

COUNT ONE:

The Plaintiff claims of the Defendant Eight Hundred Six and no/100 (\$806.00) Dollars, due by promissory note made by him on the 3rd day of February, 1967, and payable on the 3rd day of February, 1968, with interest thereon.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$ 201.50 as a reasonable attorney's fee in the premises.

FILED

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

Defendant's Address:
Rt. 1, Box 204
Robertsdale, Alabama

NOV 20 1968

ALICE J. DUCK

CLERK VOL
REGISTER

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Ex: 11-22-68

Received 21 day of Nov 1964
and on 22 day of Nov 1964
I served a copy of the within file
on Milton R. Davis

By service on _____
TAYLOR WILKINS, Sheriff
By [Signature] D. S.
R. L. Over

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

CASE NO. 8442

H. KENNEDY,
PLAINTIFF,
VS.
MILTON R. DAVIS,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ATTORNEY FOR PLAINTIFF:
KENNETH COOPER

DEFENDANT'S ADDRESS:

Rt. 1, Box 204
Robertsdale, Alabama

716742

\$ 806.⁰⁰

FEB. 3RD 1967

NINE MONTHS

after date, without grace,

I

promise to pay to the order of

H. KENNEDY

EIGHT HUNDRED SIX + ⁰⁰/₁₀₀

DOLLARS

for value received.

PAYABLE AT 8% INTEREST

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied 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 the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to 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 suits 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 of them.

ATTEST: _____

✓ Milton R Davis