

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. FLOYD GODWIN and LOIS GODWIN, 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 MERCHANTS NATIONAL BANK of MOBILE, ALABAMA, a National Banking Association.

Witness my hand, this the 3rd day of February, 1966.

Alice J. Luck
Clerk

THE MERCHANTS NATIONAL BANK of)
MOBILE, ALABAMA, A National)
Banking Association,)
Plaintiff,)
VS)
W. FLOYD GODWIN and)
LOIS GODWIN,)
Defendants.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

No. 6847

The Plaintiff claims of the Defendants the sum of FIVE HUNDRED THIRTY FOUR & 96/100 (\$534.96) DOLLARS, due by promissory note made by them on the 7th day of September, 1964, and payable in twelve monthly installments each in the sum of \$44.58, beginning the 20th day of October, 1964, with interest thereon, which said note was made to the order of Gulf Coast Blind and Awning Company, and was transferred and assigned by it to the said Plaintiff, and the said Plaintiff is the holder thereof in due course.

Plaintiff avers that the Defendants are entitled to a credit on said note in the amount of TWO HUNDRED FORTY SEVEN & 90/100 (\$247.90) DOLLARS.

Defendants do by said note waive as to this debt all right of exemption under the Constitution and Laws of the State of Alabama, or any other State, and the Plaintiff claims the benefit of said waiver.

Plaintiff further avers that as a part of the consideration for said note, and which said note provides that the Defendants would


pay all costs of collecting said note, including a reasonable attorney's fee, and the Plaintiff claims of the Defendants the further and additional sum of ONE HUNDRED (\$100.00) DOLLARS, as a reasonable attorney's fee in the premises.

FILED

FEB 3 1966

ALICE J. DICK, CLERK
REGISTER

64-2-9-66


Attorney for the Plaintiff

Case No. 6847

THE MERCHANTS NATIONAL BANK OF
MOBILE, ALABAMA, A National
Banking Association,

Plaintiff,

vs:

W. FLOYD GODWIN and LOIS GODWIN,

Lopley

Defendant.

6848

FILED

AUG 1 1966
U.S. DISTRICT COURT
MOBILE, ALABAMA

JOHN P. BEEBE, Attorney

(Lopley)
L. P. Beebe

Served 3 day of Feb 1966
at 10 day of Feb 1966
is a copy of the within
W. Floyd Godwin
Lois Godwin
BY SERVICE ON

TAYLOR WILKINS, Sheriff
By *W. J. Godwin*
Lopley

Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
BY *W. J. Godwin*
DEPUTY SHERIFF

JOHN P. BEEBE
ATTORNEY AT LAW
ROBERTSDALE, ALABAMA

February 2nd, 1966

Mrs. Alice J. Duck, Clerk,
Circuit Court, Baldwin County,
Bay Minette, Alabama.

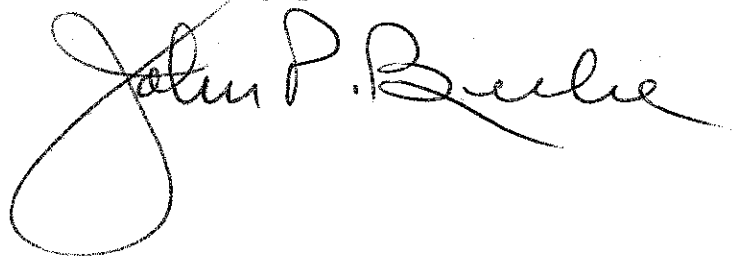
6847

Dear Mrs. Duck:

I enclose summon and complaint, in triplicate, in the matter of Merchants National Bank of Mobile, vs. W. Floyd Godwin and Lois Godwin, with the request that they be filed in the Circuit Court and that the Sheriff be requested to serve the defendants, who live in a house trailer just back of Floyd's Truck Stop, on Highway 90 just West of the Town of Loxley. They are husband and wife.

Thanking you, I am

Sincerely yours,

A large, stylized handwritten signature of John P. Beebe, written in dark ink. The signature is fluid and cursive, with a large loop at the bottom left.

JPB/me
encl

PROPERTY IMPROVEMENT LOAN

Mobile, Ala.,

Sept 7 1964

We promise to pay to the order of Gulf Coast Blind & Awning Co

Five Hundred Thirty Four & 44/100

Dollars \$ 534.44

For value received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, MOBILE, ALA.

In 12 installments of \$ 44.38 payable on 1st of each consecutive month, beginning 20 64 after date without grace and balance of \$ payable

Upon failure of maker(s) to pay any installment as herein agreed and a continuation of such default for a period of fifteen days then, at the option of the holder of this note, the whole of said principal sum shall immediately become due and payable.

The maker(s) of this note warrant(s) and agree(s) that its proceeds will be used to cover payments for alteration, repairs or improvements upon real property belonging to the maker(s).

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

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 of exemption under the Constitution and Laws of Alabama, or any other State, 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.

Route 1, Box 160 87-019-24
Address

LOXLEY ALA

Address GULF CO. ST BLIND & AWNING CO.

36551

W. Floyd Godwin (SEAL)

Lois Godwin (SEAL)

MR. & MRS. W. FLOYD GODWIN