

CERTIFICATE OF JUDGMENT

154

154

The State of Alabama, }
Baldwin County

Circuit Court, August Term, 19 35

Carl L. Schlich

PLAINTIFF.

Vs.

M. B. Dewey

DEFENDANT.

I, Robert S. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 20th day of August 19 35,

a Judgment was rendered by said Court in the above stated cause, wherein

Carl L. Schlich

was Plaintiff and

M. B. Dewey

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of (\$204.05)

Two Hundred Four & 05/100 DOLLARS,

and for the sum of Eleven & 15/100 DOLLARS,

the costs in said suit and that

BEED & HALL

are the Attorneys of record for the Plaintiff

in said cause. I Further Certify that there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

Witness my hand this 21st day of August 19 35

Clerk, Circuit Court, Baldwin County, Alabama.

154

NOTE AND MORTGAGE.

LOXLEY, ALA., April 16th. 1932

\$ 144.15

On July 16th. 1932, I (or we) for value received, promise to pay to order of Carl I. Schlich

~~LOXLEY~~ One Hundred Forty-four and 15/100 Dollars

Payable at ~~LOXLEY GRAIN & SEED COMPANY'S~~ Office of Carl I. Schlich of LOXLEY, Ala.

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, its successors and assigns, the following personal property in Baldwin County, Alabama warranted to be the property of the maker and free and clear from any lien or encumbrance, viz.:

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 19 32 each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt, or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions and at such place or places as payee deems fit; should sale be public notice thereof shall be given for one day by posting written notice at the Court House door of Baldwin County; payee may bid and purchase property at any sale hereunder. The proceeds of any sale shall be applied, first, to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of payee, or for re-taking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due payee, including all expenses and charges in connection with this instrument and the balance to be paid to maker.

The parties to this instrument, whether maker, indorser, surety or guarantor, each for himself, hereby severally agrees to pay all amounts due hereunder and secured hereby and as to such debts, or any renewal thereof, waives all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collecting, or securing, or attempting to collect or secure, such debts, including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and each of them severally waive 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.

WITNESSES:

M. B. Dewey SEAL

No. _____

ADDRESS _____

STATE OF ALABAMA.

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon M. B. DEWEY 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 CARL L. SCHLICH.

Witness my hand, this 29 day of May, 1935.

Robert S. Duck
Clerk. *appt*

CARL L. SCHLICH,

Plaintiff,

vs.

M. B. DEWEY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

The plaintiff claims of the defendant the sum of ONE HUNDRED FORTY-FOUR and 15/100 DOLLARS (\$144.15) due by promissory note made by him on the 16th day of April, 1932, and payable on the 16th day of July, 1932, with interest thereon.

The defendant, in and by said note, waives all right to exemption under the Constitution and laws of Alabama, or any other state, as to personal property, and agrees to pay all cost of collecting or securing, or attempting to collect or secure such debt, including a reasonable attorneys' fee, whether the same be collected or secured by suit or otherwise; and the plaintiff claims the benefit of such waiver.

The plaintiff claims the further and additional sum of TWENTY-FIVE DOLLARS (\$25.00) as a reasonable attorneys' fee in the premises.

Beebe & Hall
Attorneys for Plaintiff.

1374

RECORDED
Duck

CARL L. SCHLICH,
Plaintiff,
vs.
M. B. DEWEY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

SUMMONS AND COMPLAINT.

Filed *May 29, 1935*
Robert S. Duck
Clerk. *2004*

RECORDED

Executed *May 31* 1935
by serving copy of within Summons and
Complaint on
M. B. Dewey

M. H. Wilken Sheriff
By *C. N. Anderson* Deputy Sheriff

The State of Alabama }
Baldwin County }

CIRCUIT COURT

No. 157 Aug Term, 1935

To Any Sheriff of the State of Alabama--Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of _____

M. B. Newmyer Defendants,

you cause to be made the sum of \$204 00 Dollars,

which Carl L. Schlock Plaintiffs

recovered of Wason on the 20 day of Aug 1930 by

the Judgment of our Circuit Court, held for the County of Baldwin, besides the sum of _____

\$ 11.15 _____ Dollars

costs of suit, and have the same to render to the said Robert D. Black
and make return of this Writ and the execution thereof, according to law.

Interest from _____, 193____, to date of collection.

Witness my hand, this 21 day of August 1935

Robert L. Buck Clerk

[illegible]

No. 154

THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT

Carl S. Schlie
Plaintiffs
vs.

W. B. Dancy
Defendants

CIVIL EXECUTION

Judgment for P. & C. for \$ 204.50

Interest from _____ 193 _____

to _____ 193 \$ _____

Damages _____ \$ _____

Costs _____ \$ 11.15

Total . . . \$ 215.65

Civil Fee Book 44 Page _____

Execution Docket 5 Page _____

Filed Oct 21 193 5

Robert F. Dancy
Clerk.

Plaintiff's Attorney.

Defendant's Attorney.

COLLECT COST FROM

THE STATE OF ALABAMA,
Baldwin County

I hereby certify that the within Judgment
and Costs in this case are correct, and there
was a waiver of exemption as to personal
property under the Constitution and Laws of
Alabama.

This _____ day of _____ 193 _____

_____ Clerk.

RECEIVED IN OFFICE

_____ 193 _____

_____ Sheriff

Sheriff's Execution Docket, Page _____

Sheriff's Fee Book, Page _____

Clerk's Civil Fee Book, Page _____

Clerk's Civil Execution Docket, Page _____

The State of Alabama }
Baldwin County

By virtue of the within execution, I have, at _____ o'clock, _____ M., this
_____ day of _____ 193 _____, levied _____