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315.33

\$600.00 FAIRHOPE, ALA., July 10, 1946

August 10, 1946

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF Bank of Fairhope

Six Hundred and No/100-----DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

1 24 ft. Moon Highway Trailer Home, 1940 model, complete with electric ice box and butane cooking equipment.

Maker agrees to carry fire insurance in an amount no less than the unpaid balance due hereon with loss payable to the holder hereof.

6.69

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of; remove, abandon, mis-treat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incum-brance and we have a good right to make this conveyance of it.

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, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, 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

ATTEST

1111052

~~110157~~

Martin Emerson (L. S.)

(L. S.)

110635

~~9577~~

~~8330~~

The State of Alabama,
Baldwin County.

CIRCUIT COURT.

No.

192

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Martin Emerson

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

Bank of Fairhope, A CorporationWitness my hand this 10 day of Nov 1947Wm. J. Reuck Clerk.

COMPLAINT

Bank of Fairhope, AMartin EmersonCorporation

Plaintiff

Versus

Defendant

The plaintiff claims of the defendant the following personal property to wit:

1-24 ft. Moon Highway Trailer Home, 1940 Model, completewith electric ice box and butane cooking equipment.

with the value of the hire or use thereof during the detention, to-wit;

from October 1, 1947, to November 7, 1947RICKARBY & RICKARBY

Plaintiff's Attorney.

RECORDED
Page

No. 1116

State of Alabama,
Baldwin County.

Circuit Court

Bank of Fairhope,

A Corporation

vs.

Plaintiffs

Martin Emerson

Defendants

Detinue Summons and Complaint

Filed 11-10 1947

Alice J. Leuck, Clerk.

RICKARBY & RICKARBY

Plaintiff's Attorney.

Defendant's Attorney.

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof

RECORDED

Alice J. Leuck Clerk.

Received in Sheriff's Office
this 10 day of Nov., 1947
TAYLOR WILKINS, Sheriff

Executed 11-26-47
By passing copy of the
within on

Martin Emerson

of Taylor Wilkins
H. H. it all

P. S.

Rural Rt. Fairhope, Ala.

Defendant lives at

Received in office

192

Sheriff

I have executed this summons

this 192

by leaving a copy with

SHERIFF.

DEPUTY SHERIFF.

RENEWAL NOTE

BANK OF FAIRHOPE

FAIRHOPE, ALA., March 26, 1947 19

387.65

April 26, 1947

after date, without grace, I or We promise to pay to the

order of BANK OF FAIRHOPE,

Three Hundred eighty-seven & 65/100 DOLLARS

For value received. Payable at the BANK OF FAIRHOPE, Fairhope, Alabama.

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, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, 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.

This note is given not as payment, but as additional and collateral security to a certain note and mortgage dated July 10, 1946 and is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.

Witness hand and seal this, the day of 166 (Seal)

111793

ATTEST

The undersigned endorsers assume
the contract shown by the face of
this note.