

See other collateral files

STATE BANK OF ELBERTA
ELBERTA, ALA.

\$ 1400.00

550⁰⁰

One Year

Secured by real estate mortgage.

ELBERTA, ALA., Jan. 22nd 1945

19

after date, without grace We promise to

pay to the order of State Bank of Elberta, Alabama.

****Fourteen hundred****

DOLLARS

For value received, payable at the STATE BANK OF ELBERTA in Elberta, Alabama, with interest at 7 per cent.
maturity.
per annum from until paid.

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, 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.

No. 1156

Due 1-22-46

Henry L. Moore

Edna E. Moore

(over)

DAN H. HODGES

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States as to this debt should this note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The said State Bank of Elberta, Elberta, Ala., is hereby authorized by each surety and endorser hereof to apply at any time any funds in said Bank belonging to any one or more of said endorsers to the payment of this debt.

D.H. Huggins

ENDORSEMENT ON PRINCIPAL		BALANCE DUE ON PRINCIPAL
2-15	1946 \$ 3.00	\$ 11.00
7-6	1946 \$ 5.00	\$ 10.50
7-6	1946 \$ 5.00	\$ 10.00
8-5	1946 \$ 5.00	\$ 9.50
11-5	1946 \$ 5.00	\$ 9.00
2-8	1947 \$ 3.50	\$ 5.50

ENDORSEMENT ON INTEREST	
2-15 1946 \$ 66.12	to 1-22 1947
3-10 1947 \$ 31.50	to 7-22 1947
9-8 1947 \$ 20.00	to 1-22 1948
3-2 1948 \$ 19.25	to 7-22 1948
12-22 1948 \$ 19.25	to 1-22 1949
2-2 1949 \$ 3.21	to 2-22 1949

Secured by real estate mortgage

STATE BANK OF ELBERTA
ELBERTA, ALA.

\$ 359.00

ELBERTA, ALA., December 15 19 49

Thirty days

after date, without grace We promise to

pay to the order of State Bank of Elberta

Three Hundred Fifty Nine

DOLLARS

For value received, payable at the STATE BANK OF ELBERTA in Elberta, Alabama, with interest at 8
per cent. per annum from maturity until paid.

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, 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.

No. _____

Due _____

D. H. Hodges
Wm. Hodges

(over)

The endorser of this note agree to pay all cost of collection including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States as to this debt should this note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The said State Bank of Elberta, Elberta, Ala., is hereby authorized by each surety and endorser hereof to apply at any time any funds in said Bank belonging to any one or more of said endorsers to the payment of this debt.

BOOK 103 PAGE 70
\$784.00

THE STATE OF ALABAMA, BALDWIN COUNTY

Dec. 15th. 1949

194

Elberta, Ala.,

In Installments as provided below

On the day of 194, for value received, I, or we, promise to pay to State Bank of Elberta

or order. ****Seven hundred eighty four****
With interest from maturity at 8% per annum. DOLLARS

at its office in Elberta, Ala. I or we hereby waive all rights of exemption under the Constitution and Laws of the State of Alabama as to the collection of this debt; and I or we agree to pay all cost of recording this instrument, a reasonable attorney's fee and all other expenses incident to the collection of the same, incurred in any manner, whether by suit or otherwise. And to secure the above note as well as all else I or we now, or hereafter may owe to State Bank of Elberta before the full payment hereof, I or we hereby grant, bargain, sell and convey to said State Bank of Elberta all my or our livestock and increase, gathered crops now on hand, and household and kitchen furniture of every kind and description. The said State Bank of Elberta is hereby authorized and empowered to buy, or have assigned to it any note or mortgage or other lien that I or we may have executed to, or owe to any other person, firm or corporation on any property, and such debt together with all other debts and obligations that I or we now owe or may hereafter owe to the said State Bank of Elberta under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it. I or we also bargain, sell and convey to State Bank of Elberta the following personal property, to-wit:

Payable \$65.33 monthly after date hereof.

One 1946 Chevrolet 1½ ton truck, Motor #DEA252815

All cows and increase, all hogs and increase, and all other personal property not herein specially named, owned by me or us now, or at any time before the full payment of all debts secured by this note and mortgage; also my or our entire crops, of every kind and description, raised by me or us, or in which I or we may be interested during the years 194, 194, 194, in

Baldwin County, Alabama, or elsewhere, including all rents and advances due or to become due to me or us as landlord for said years. I or we hereby declare that the said property is my or our own, and that there is no lien or encumbrance on the same. If the said State Bank of Elberta has to litigate with any other parties in any way for the recovery of any of said property, or its value, I or we agree to pay every expense incurred by reason of such litigation, including a reasonable attorney's fee. I or we agree to hold all fertilizers and supplies advanced under this mortgage, or purchased with moneys so advanced, as the property of and subject to the order of said State Bank of Elberta. In the event I or we fail to pay this note, or any debt secured hereby, when due, or should I or we sell, dispose of, remove, abandon, mistreat or injure, any of the above mentioned property, without the consent of the said State Bank of Elberta or should the said State Bank of Elberta for any reason, or no reason deem the debt, or debts, secured hereby to be insecure, then on the happening of either of said events, the said State Bank of Elberta at its option, and without notice to me or us, may declare all debts evidenced or secured hereby due and payable, and it may seize, take possession of and sell any or all of said property at public outcry, for cash, to the highest bidder, or at private sale, where said property is located or at the State Bank of Elberta building in Elberta, Alabama after posting for one day or more written notices in three public places in Elberta, Alabama, and in the event of a sale of any property under this contract, the State Bank of Elberta is hereby authorized to become the purchaser thereof.

,WITNESS my or our hand and seal, this the 15th day December 1949

ATTEST:

P. O.

L. S.

L. S.

State ^{to} Banks of E. Alberta

The endorser of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise, and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States as to this debt should note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The State Bank of Elberta, is hereby authorized by each surety and endorser hereof to apply at any time any funds in said bank belonging to any one or more of said endorsers to the payment of this debt.

STATE OF ALABAMA, BALDWIN COUNTY

STATE OF ALABAMA
Filed 12-22-49..... 80:11

Recorded *Mtge*.....book. *163*.page. *70*

W. R. Stewart
Judge of Probate

R-90

State Bank Ellipta

ATTACHMENT.

The State of Alabama,
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, C. LeNoir Thompson, Attorney

Alice J. Duck
hath complained on oath to me, ~~ROBERT S. DUCK~~, Clerk of Circuit Court of Baldwin County, Ala.,
that Dan Hodges, a non-resident of the State of Alabama

is justly indebted to the Plaintiff State Bank of Elberta, Elberta, Alabama

in the sum of Six Hundred (\$600.00) Dollars, and

_____ having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
Dan Hodges, to-wit, One 1946 Chevrolet 1½ ton truck, Motor
Number DEA 252815

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on _____ Monday of _____ 193_____

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 5th day of December A. D. 1937

Alice J. Duck Clerk.

Received in Sheriff's Office
this 5 day of Dec., 1951
TAYLOR WILKINS, Sheriff

No. 742

ATTACHMENT

State Bank of Alberta

Vs. { ATTACHMENT

Van Hodges

Issued 12-5, 1951

MOORE PRINTING CO.,

ed _____ day of _____ 19____
and in my county after diligent search and in-

Taylor Wilkins, Sheriff

By _____
Deputy Sheriff

Returned 9 day of June, 1952
Not found in my county after diligent search and in-
quiry.
By K. J. Hall *Taylor Wilkins, Sheriff*
Deputy Sheriff

ATTACHMENT.

The State of Alabama,
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, C. LeMoir Thompson, Attorney

Alice J. Duck

hath complained on oath to me, ~~ROBERTSON DUCK~~ Clerk of Circuit Court of Baldwin County, Ala.

that Dan Hodges, a non-resident of the State of Alabama

is justly indebted to the Plaintiff State Bank of Elberta, Elberta, Alabama

in the sum of Six Hundred (\$600.00) - - - - - Dollars, and

having made affidavit and given ²⁰bond

as required by law, in such cases, you are hereby commanded to attach so much of the estate of

Dan Hodges, to-wit, One 1946 Chevrolet 1½ ton truck, Motor

Number DEA 252815

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said

County, on Monday of 1937

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 5th day of December A. D. 1937

Alice J. Duck Clerk.

RECORDED

No. 1742

ATTACHMENT

State Bank of Alberta

Vs. { ATTACHMENT

Wm. Hodges

Issued 12-5, 1951

MOORE PRINTING CO.,

THE STATE OF ALABAMA }
 Baldwin County }

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We,

....., of the County of Baldwin

are held and firmly bound unto

in the sum of Dollars, to

be paid to the said

heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the day of, 194.....

The Condition of this Obligation is such:

That whereas, the above bounden

..... ha, on the day of the date

hereof, prayed an Attachment at the suit of

..... against the estate of above named

for the sum of Dollars,
 and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said

should prosecute said Attachment to effect, and pay the said Defendant all such damages as may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now, or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

..... (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

Approved, this day of, 194.....

....., Clerk

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, Alice J. Duckin and for said County, personally appeared C. LeNoir Thompsonwho, being duly sworn, on oath saith that Don Hodges, a non-resident of the Stateof Alabama

is

justly indebted to

The State Bank of Elberta, Elberta, Alabamain the sum of Six Hundred (\$600.00) Dollars,

which said amount is justly due after allowing all just offsets and discounts, and that the said

amount is due and unpaid.

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this 5th day of Dec, 1947Alice J. Duck

RECORDED

No. 1742

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

At Bay Minette, Ala.

State Bank of Elberta105.Don Hodges

ATTACHMENT BOND AND AFFIDAVIT

Filed this the _____ day

of _____, 194____

_____, Clerk

_____, Attorney

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon DAN H. HODGES 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 STATE BANK OF ELEBERTA.

WITNESS my hand this 17th day of Dec, 1951.

Wesley H. Hinkle
Register.

STATE BANK OF ELEBERTA
Plaintiff

vs

DAN H. HODGES
Defendant

§
:
§
:
§
:
§
:
§
:
§

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

COUNT ONE

The Plaintiff claims of the Defendant Two Hundred Sixty-three and 01/100 (\$263.01) Dollars due by promissory note made by the Defendant on the 15th day of December, 1949 and payable on December 15, 1950, with interest thereon.

COUNT TWO

The Plaintiff claims of the Defendant Three Hundred Fifty-nine (\$359.00) Dollars due by promissory note made by the Defendant on the 15th day of December, 1949 and payable on December 15, 1950, with interest thereon.

COUNT THREE

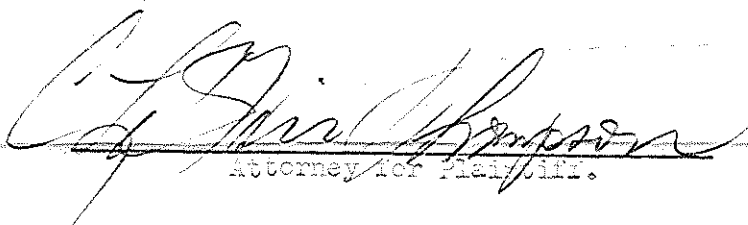
The Plaintiff claims of the Defendant One Hundred Fifty-seven and 95/100 (\$157.95) Dollars due from him by account on the 27th day of January, 1951 for merchandise, goods and chattels sold by the Plaintiff to the Defendant on to-wit January 27, 1951 which sum of money with interest thereon is still unpaid.

COUNT FOUR

The Plaintiff claims of the Defendant Two Hundred Sixty-three and 01/100 (\$263.01) Dollars with interest thereon as damages for the conversion by him on to-wit the 15th day of December, 1949, of the following chattels: One 1946 Chevrolet 1½ ton truck, Motor Number DEB 252815, the property of the Plaintiff.

COUNT FIVE

The Plaintiff claims of the Defendant a reasonable attorney fee for the collection of the notes referred to in Counts one and two as agreed to by the Defendant in said notes.


Attorney for Plaintiff.

Received in Sheriff's Office
this 12 day of Dec 1951
TAYLOR WILKINS, Sheriff

1742
RECORDED

Returned 9 day of June 1952
not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff

By 147 Hall
Deputy Sheriff

STATE BANK OF ALBERTA

Plaintiff

vs

DAN H. HODGES

Defendant

Executed 27 Oct 1952
by serving copy of within Summons and
Complaint on

Dan H. Hodges

Taylor Wilkins
by Peter Seiler Deputy Sheriff

From the law offices of
O. Lehoir Thompson
Day Minette, Alabama

FILED

DEC 17 1951

ALICE L. DUCK, Clerk

263101