

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon ERNEST A. SIMS 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 SHIRLEY DOLORES MEYER and ROBERT L. ATKINS.

WITNESS my hand, this the 2<sup>nd</sup> day of December, 1952.

*David H. Hensley*  
Clerk.

SHIRLEY DOLORES MEYER, and  
ROBERT L. ATKINS,

PLAINTIFFS

VS

ERNEST A. SIMS

DEFENDANT

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

1.

The Plaintiffs claim of the Defendant ONE HUNDRED TWENTY & 84/100 (\$120.84) DOLLARS, due on a promissory waive note drawn by him on the 14th day of December, 1950, for the payment of ONE HUNDRED SIXTY FOUR (\$164.00) DOLLARS to the First National Bank of Mobile on the 14th day of January, 1951, by whom the said note was indorsed to the Plaintiffs, and the said note, not being paid at maturity was duly protested, of which the defendant had due notice. The said note, with damages and interest thereon, is still unpaid.

2.

The Plaintiffs further claim of the Defendant the sum of THIRTY FIVE (\$35.00) DOLLARS as an attorney fee in accordance with the agreement set forth in the said promissory waive note executed by the Defendant as set forth above.

*C. Leveir Thompson*  
C. Leveir Thompson, Attorney for Plaintiffs.

*Go Estrie Atchison*  
Jensaw, Alabama.

Received in Sheriff's Office  
this 16 day of Dec, 1952  
TAYLOR WILKINS, Sheriff

Subscribed Dec 16 1952  
by serving copy of within Summons and  
complaint on

Ernest A. Sims

Taylor Wilkins Sheriff  
by W. F. Hall Deputy Sheriff

no 1889  
RECORDED

Shirley Delores Meyer  
& Robert L. Atkins

V<sub>2</sub>

Ernest A. Sims

6881

Summons & Bill of Complaint

FILED  
DEC 15 1952  
AUGIE J. BUCK, Clerk

67625

120.84

No.                     Mobile, Ala.,                     

195

Ten months AFTER DATE, WITHOUT GRACE

PROMISE TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK OF MOBILE

\$ 164.00 - WOne hundred sixty four & 00/100 DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE

<sup>1<sup>st</sup></sup>  
FIRST NATIONAL BANK IN MOBILE, ALABAMA.  
MOBILE ALABAMA

To secure the payment of the indebtedness evidenced by this note, the undersigned agree and bind themselves to deposit in THE FIRST NATIONAL BANK OF MOBILE, in Mobile, Alabama, in a special account to be designated "Loan Security Account"

of the undersigned, \$ 164.00 per month on the 14 day of each month for 10 consecutive months, the firstdeposit to be made on Jan 14, 1951. Said account is hereby pledged to and shall secure the payment of this loan, and the funds deposited therein shall not be subject to withdrawal, voluntary or involuntary, without the payment of this note.Said bank agrees to pay to the undersigned interest on said special account at the rate of 1% per annum, computed from the due date of each deposit, (provided such deposit is made on or before the due date), to the maturity date of this note, providedthat interest shall not begin to accrue on any deposit made after its due date until the 1 day of the month in which the deposit is made, or if the deposit is made after that day, until that day of the following month. As often as the making of any such deposit may be delayed beyond the day as herein agreed to be made, the undersigned promise to pay to the holder hereof, at or before the next successive deposit date, an amount calculated at the rate of five cents per one dollar of each such delayed deposit, and to make such payments for the purpose of defraying the expense of following up and handling the said delinquent payments.

If the undersigned fail or refuse to make any such deposit, as herein provided, then, at the option of the holder of this note, the same shall become immediately due and payable, and said bank, if it is at the time this note is declared due and payable the holder hereof, shall apply, without notice to us, the amount of the special account as a payment hereon. If this note at the time of said default shall be in the hands of a holder other than said bank, then we order and direct said bank upon such default and upon the holder of this note declaring this note immediately due and payable, to pay without notice to us the amount of the funds in said special account to said holder upon his demand. If after the application of the funds in said special account on the payment of this note there shall remain any further amount due hereon, the undersigned agree to pay the same immediately to the holder hereof.

Should this note be not paid at maturity, the bank may, without notice to us, apply the funds in said special account to the payment hereof; and in the event this note shall then be in the hands of a holder other than said bank, said bank is ordered and directed to pay, without notice to us, said funds to the holder hereof upon his demand.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself severally agrees (a) to pay this note, and (b) to pay interest from the date of maturity ("Maturity" shall include in its definition the date the note is declared by the holder thereof to be due and payable upon default, as herein provided) at the rate of eight per cent per annum until paid. Each of said parties waives, as to this debt, all rights 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.

ADDRESS: 2314 OSAGE ST -Ernest A. Sims

MR ERNEST A. SIMS -

Mobile, Ala90 Estrie Atcheson -

The undersigned endorsers each for himself hereby severally agrees: (a) to assume the obligations of the makers of said note; (b) to pay this note; (c) to pay interest thereon at the rate of eight per centum per annum unless otherwise expressly stipulated hereon, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (d) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties 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.

RECORDED

x Shirley Dolores Meyer  
x Robert L. Atkins

MISS SHIRLEY DOLORES MEYER  
MR. ROBERT L. ATKINS

Mat Biss Co.