

THE MERCHANTS NATIONAL BANK
OF MOBILE, A CORPORATION

Plaintiff

VS.

CY A. BARGINER

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8960

1.

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED TWO and 50/100 DOLLARS (\$802.50) balance due after all proper credits given on a promissory note made by the Defendant on the 27th day of August, 1966, and payable in Twelve (12) monthly installments of \$112.50 each, first payment due and payable on the 5th day of October, 1966. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% on the unpaid balance. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee in the amount of \$120.00.

WILTERS, BRANTLEY & NESBIT

BY:

Thyllis J. Nesbit
Attorney for Plaintiff

FILED

OCT 30 1969

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Cy A. Barginer

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

Cy A. Barginer Defendant.....

by The Merchants National Bank of Mobile, a Corporation

Plaintiff.....

Witness my hand this 30 day of October 19 69

Alice J. Luck Clerk

No. 8960

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

The Merchants National Bank

of Mobile, A Corporation

Plaintiffs

vs.

Cy A. Barginer

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

OCT 30 1969

Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Maybe served at Cy's
Service Station in

Robertsdale, Alabama.....

Received in Office

RECEIVED

OCT 30 1969

19.....

Sheriff

I have executed this summons

this 30- Oct 1969

by leaving a copy with

Cy A. Barginer

Sheriff claims 30 miles in

Ten Cents per mile Total \$ 3.00

TAYLOR WILKINS, Sheriff

BY Brown

DEPUTY SHERIFF

Taylor Wilkins Sheriff

W L Brown Deputy Sheriff

30 miles R T
R Dale

FORM 246

I/We promise to pay to the order of THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Alabama.

One thousand three hundred fifty and no/100 - - - - Dollars \$1,350.00

for value received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Alabama

In 12 consecutive monthly installments of \$ 112.50, beginning 10-5-66

after date without grace and balance of \$ XXX payable XXX

335.00
- 518.50
802.50

THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR GUARANTOR, EACH FOR HIMSELF, SEVERALLY AGREES: (A) TO PAY THIS NOTE; (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, PAYABLE MONTHLY IN ADVANCE ON UNPAID BALANCE UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN, 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; (C) 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. IF ANY INSTALLMENT IS NOT PAID AT MATURITY, OR IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST THE UNDERSIGNED, OR IF A BILL FOR A RECEIVER BE FILED AGAINST THE UNDERSIGNED, OR IF THE UNDERSIGNED SHALL MAKE ANY GENERAL ASSIGNMENT, OR SHALL MAKE ANY TRANSFER OR CONVEYANCE OF ANY PART OF HIS PROPERTY IN SUCH MANNER AS TO PREFER ONE CREDITOR OVER ANOTHER, OR TO CONSTITUTE A FRAUDULENT CONVEYANCE, THEN THE ENTIRE UNPAID AMOUNT OF THIS NOTE SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER. 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.

C/M Filling Station Equipment

SEE CHATTEL MORTGAGE

Address

Robertsdale, Alabama 36567

Address

84-191-36

VOL

67

PAGE

516

Cy A. Barginer
CY A. BARGINER

(SEAL)

(SEAL)

INSTALLMENT LOAN

ROBERTSDALE
INSURANCE

THE UNDERSIGNED ENDORSERS EACH FOR HIMSELF HEREBY SEVERALLY AGREE: (A) TO PAY THIS NOTE; (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN, AND THAT SUCH INTEREST MAY BE COLLECTED BY THE PAYEE OR OWNER OF THIS NOTE; (C) 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, COUNTY, CITY OR TOWN, AND ANY OTHER JURISDICTION, AND ANY OTHER 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.

(SEAL)

(SEAL)

(SEAL)

1332
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1249
- 1240
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4 Nov. 1902