

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, Ruth K. Howell, a Notary Public in and for said County,

personally appeared Wilson Hayes who being by me

duly sworn deposes and says that the property sued for in the complaint of

Baldwin County Bank, a Corporation filed in said Court, to-wit:

belongs to Baldwin County Bank, a Corporation, the plaintiff.

Sworn to and subscribed before me this 10<sup>th</sup>

day of November, 19 69

Ruth K. Howell  
Notary Public

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS. That we, \_\_\_\_\_

Baldwin County Bank, a Corporation, Principal, and

\_\_\_\_\_, Sureties, are held and

firmly bound unto Baldwin County Bank, a Corp., his heirs, executors and admin-

istrators in the sum of FIFTY (\$50.00) Dollars,

for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the \_\_\_\_\_ day of November, 19 69

The condition of the above obligation is such that whereas, the above bound \_\_\_\_\_

Baldwin County Bank, a Corporation has on the \_\_\_\_\_ day of

November, 19 69 sued out a writ of detinue in the Circuit Court of Baldwin

\_\_\_\_\_ County, returnable to the said Circuit Court against the said \_\_\_\_\_

Kenneth C. Williams for the recovery of the following

described property, to-wit:

One 1964 Ford Custom 500 Fordor.

Serial No. 4A52C133275

Now, if the said Baldwin County Bank, a Corporation shall fail in said suit

and shall pay to the said Kenneth C. Williams, the defendant in

said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to

be void, otherwise, to remain in full force and effect.

Taken and approved this 24 day of

November, 19 69

Deirdre Duck  
Clerk, Circuit Court

(SEAL)

(SEAL)

(SEAL)

FILED

NOV 24 1969

No. \_\_\_\_\_

THE STATE OF ALABAMA

\_\_\_\_\_ COUNTY

CIRCUIT COURT

BALDWIN COUNTY BANK,  
A CORPORATION

Plaintiff

vs.

KENNETH C. WILLIAMS

Defendant

Detinue — Affidavit and Bond

Filed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Clerk

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

December 8, 1969

Mrs. Alice J. Duck  
Clerk  
Circuit Court  
Baldwin County  
Bay Minette, Alabama

Dear Mrs. Duck:


This is to instruct you to please submit the case of  
Baldwin County Bank vs Kenneth Williams, Case #9010 at  
Law, for dismissal without prejudice.

This cause has been settled between the parties.

The costs have been paid.

With kindest regards, I am

Yours very truly,

  
Wilson Hayes

WH/rkh

CC: Sheriff  
Baldwin County  
Bay Minette, Alabama 36507

1. The first part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

2. The second part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.



3. The third part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

4. The fourth part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.

5. The fifth part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

6. The sixth part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.

7. The seventh part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

8. The eighth part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.

9. The ninth part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

10. The tenth part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.

11. The eleventh part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

12. The twelfth part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.

13. The thirteenth part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

14. The fourteenth part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.

15. The fifteenth part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

16. The sixteenth part of the report is a detailed account of the work done during the year. It is a full and complete statement of the work, and is intended to give a detailed account of the progress made.

17. The seventeenth part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general idea of the progress made.

9010

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Kenneth C. Williams 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 Baldwin County Bank, a Corporation.

Witness my hand this the 24 day of November, 1969.

Alice J. Duck  
CLERK

BALDWIN COUNTY BANK,  
A Corporation

PLAINTIFF

VS

KENNETH C. WILLIAMS

DEFENDANT

) IN THE CIRCUIT COURT  
)  
) BALDWIN COUNTY, ALABAMA  
)  
) AT LAW  
)  
) NUMBER: 9010

I

The Plaintiff claims of the Defendant the following personal property, to-wit:

One 1964 Ford Custom 500 fordor, Serial  
No. 4A52C133275

with the value of the hire or use thereof during the detention, to-wit, from October 20, 1969 to November 17, 1969 and of the alternate value of \$552.50.

II

The Plaintiff claims of the Defendant the sum of FIVE-HUNDRED FIFTY-TWO and FIFTY/100 (\$552.50) DOLLARS, due on a promissory note made by him on September 27, 1969 and payable November 10, 1969 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

W. H. Hays  
Attorney for Plaintiff

Defendant may be served:

P. O. Box 957  
Bay Minette, Alabama

FILED

NOV 24 1969

ALICE J. DUCK CLERK  
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

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.

Alice J. Luck  
Clerk

9010

Baldwin County Bank  
A Corp.

Plt

vs.

Kenneth C. Williams  
Def.

Defendant

FILED

NOV 24 1969

ALICE J. BUCK  
CLERK  
REGISTER

W. Hayes

RECEIVED

NOV 24 1969

Received 24 day of Nov 1969  
and on 26 day of Nov 1969

I served a copy of the within Wetmore

on Kenneth C. Williams

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By W. A. Taylor D.S.

Attached are 1964 Ford Custom 500 for sale  
Ser No 4752C-133275 on Baileys Receipt

Returned No Bond  
made property  
Returned to  
Defendant.

# CONSUME GOODS COLLATERAL INSTALLMENT NOTE

\$ 1,555.20

BAY MINETTE, ALA.

May 16

19 69

For value received, the undersigned ("Debtor") promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., ("Bank") or order, the sum of one thousand five hundred fifty-five and 20/100-----Dollars, payable in 24 installments of \$ 64.80 each, except the final installment which shall be \$ 64.80; the first installment shall be due on June 15, 19 69, after date hereof, and one of such remaining installments shall be due on the 15th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from maturity at the rate of eight per cent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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, guarantor, or any one of them. And to better secure the above note, and any other amounts either of us now owe or may owe to Bank, at or before the payment of this note, hereby grant, bargain, sell and convey to Bank a security interest in the following property, to-wit:

One (1) 1966 Oldsmobile Delta 88 Celebrity Sedan, Ser. No. 358696E147512.

Debtor agrees to maintain said collateral in good condition, ordinary wear and tear expected, and to insure the same against loss or damage by fire, theft and all expected risks to which the same may be exposed or which Bank may designate, in a reliable insurance company satisfactory to Bank with a loss payable clause in favor of Bank. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the unpaid balance under the note, directs insurer to pay all proceeds directly to Bank, and authorizes Bank to endorse any draft for the proceeds. Should Debtor fail to procure or to continue said insurance, the entire amount owing shall, at the option of Bank, become due and payable, or Bank may, but is not required to, procure the insurance desired, and any premiums paid by Bank shall become part of the debt secured hereby and shall become immediately due and payable. The collateral will be

kept at Bay Minette, Alabama, and Bank may inspect the same at any time.

Said collateral will not be sold, transferred or disposed of or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third party created or suffered by Debtor unless Bank consents in advance in writing to such charge, transfer, disposition or subsequent interest. Debtor will sign and execute, along or with Bank, any financing statement or other document or procure any document and pay all connected costs and expenses necessary to protect the security interests under this Security Agreement against the rights or interests of third persons, and Debtor will reimburse Bank for any action taken by it or on its behalf to remedy any default hereunder, including expenses of retaking, holding, preparing for sale and selling the collateral; the payment of reasonable attorney's fees and any other expenses of collection, plus interest thereon at 8 per cent per annum.

Any misrepresentation or misstatement in connection herewith, any non-compliance with or non-performance of any of Debtor's obligations or agreements hereunder, bankruptcy or insolvency proceedings instituted by or against Debtor and any assignment for the benefit of creditors by Debtor shall constitute default under this agreement. In the event of default, Bank may exercise its rights of enforcement under the Uniform Commercial Code of Alabama as now or hereafter in effect, and in conjunction with, addition to or substitution for those rights at Bank's discretion may enter upon Debtor's premises to take possession of or require Debtor to make the collateral available at some convenient place Bank designates, to enable Bank to take possession or dispose of the collateral. Bank may, at its sole option, waive or remedy any default without waiving the default remedied and without waiving any other prior or subsequent default. In the case of a default where Bank has taken possession of the collateral and where Bank is required to give notice as to when the collateral will be sold, Bank hereby agrees to give the Debtor five days advance notice of said sale or disposition of collateral in writing. In the event of any default hereunder, Debtor is liable to Bank for any deficiency and shall be entitled to any net surplus that may arise from the sale or other collecting from the collateral hereunder.

The property described in this security agreement likewise becomes security for the payment of any and all other liability or liabilities of the undersigned to Bank whether the same be now existing or hereafter contracted, now due, or hereafter to become due, whether contracted directly with the owner or holder, or whether Bank acquired by assignment or otherwise from another, and whether said liability be absolute or contingent, joint or single or both. In the event of default or insolvency by Debtor, Bank is authorized to apply to the debt secured hereby any funds in Bank belonging to Debtor and to any surety or guarantor hereof.

Debtor covenants and agrees that all information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct; that no financing statement covering the collateral or its proceeds is on file in any public office; that except for the security interests granted in this security agreement there is no adverse lien, security interest or encumbrance in or on the collateral covered hereby; that the addresses of Debtor's residence or place or places of business, if any, are those appearing below his signature. Debtor will immediately advise Bank in writing of any change in the Debtor's residence or business address, and in the case where the collateral is used for business purposes, to advise Bank of any new place of business. If more than one Debtor executes this Security Agreement, their obligations hereunder shall be joint and several.

The term "Debtor" as used in this instrument shall be construed as singular or plural to correspond with the number of persons executing this instrument as Debtor. The pronouns used in this instrument are in the masculine gender but shall be construed as feminine or neuter as occasion may require. "Secured Party" and "Debtor" as used in this instrument includes the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

P. O. Box 957, Bay Minette, Ala. 36507  
(Debtor's Residence)

Kenneth C. Williams  
(Debtor's Signature)

Kenneth C. Williams,  
(Debtor's Signature)

11603-0

00883

1395.45

8/15

E. B. Currier

69-02-5  
91861 277



WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

December 8, 1969

Mrs. Alice J. Duck  
Clerk  
Circuit Court  
Baldwin County  
Bay Minette, Alabama

Dear Mrs. Duck:

This is to instruct you to please submit the case of  
Baldwin County Bank vs Kenneth Williams, Case #9010 at  
Law, for dismissal without prejudice.

This cause has been settled between the parties.

The costs have been paid.

With kindest regards, I am

Yours very truly,

*Wilson Hayes*  
Wilson Hayes

WH/rkh

CC: Sheriff  
Baldwin County  
Bay Minette, Alabama 36507

*Do we have  
an execution  
We have 2 Returns  
& pay has not  
made bond*

DETINUE — REPLEVY BOND OF PLAINTIFF

STATE OF ALABAMA }

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

Baldwin County Bank, A Corp.

and \_\_\_\_\_

are held and firmly bound unto Kenneth C. Williams

in the sum of Two hundred Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

The condition of the above obligation is such that whereas the said \_\_\_\_\_

Baldwin County Bank did, on the 24th day

of Nov 19 69 sue out of the Circuit Court of Baldwin County

\_\_\_\_\_ a writ of detinue directed to any Sheriff of the State of Alabama commanding him

to take into his possession the following property, to-wit: \_\_\_\_\_

One 1966 Oldsmobile Delta 88 Celebrity Sedan, Serial #358696E147512

which said writ was placed in the hands of 24xxx Taylor Wilkins,

Sheriff of Baldwin County, Alabama, on the 24th day of November, 19 69,

and executed by him on the 26th day of November, 19 69, by taking into his possession the following property, to-wit:

same as above

And whereas the said Kenneth C. Williams Defendant in said writ, has failed and neglected for the space of five days from the execution of said writ to give bond and take possession of said property as authorized by law.

Now if the said Baldwin County Bank upon his failing in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect.

J. O. Hunt (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

Taken and approved this 5th day of Dec 19 69

Raymond W. Allen  
Sheriff, Baldwin County, Ala.