

CREDIT

DATE 4/29/70

ACCOUNT

NAME Clarence Bradford

NUMBER

NAME

DESCRIPTION		AMOUNT	
Paid for Carl Bradford who			
has defaulted on note			
# 8/05			
Approved by <u>M.H.J.</u>		TOTAL	120 ⁶⁰
BALDWIN NATIONAL BANK			

⑈0651⑈0567⑈

BALDWIN NATIONAL BANK
OF ROBERTSDALE
ROBERTSDALE, ALABAMA

Principal 204.00
Interest 14.38
Ins.-Rec. Fee 2.22
\$ 222.60
March 12 1969

Filed 7-14-70 J.A.M.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of the BALDWIN NATIONAL BANK OF ROBERTSDALE, at its office in Robertsdale, Alabama, the sum of Two hundred twenty two & 60/100 Dollars payable in 12 installments of \$ 18.55 each except the first installment which is in the sum of \$ _____; the first installment shall be due on April 15 1969 after date hereof, and one of such remaining installments shall be due on the 15 day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgement against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successor and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each severally agree to pay all cost 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 or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. 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 or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elect, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

Rt. 1 Box 156 Summerdale, Ala.

SIGNATURE OF MAKER(S):

J. Earl Bradford
C. W. Bradford

In consideration of One Dollar (1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all of the provisions of the within note, and do unconditionally guarantee to the payee herein, its, his or her, successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral therefore, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

Date of Payment	Amount of Payment	Interest Paid	Paid on Principal	Balance Due	RECORD
APR 18 1969	1780		1780	20480	4-15-69 - .75
	1855		1855	18625	5-15-69
	1855		1855	16770	6-15-69
11-14-69	1855		1855	14915	
	1855		1855	13066	
3-9-70	1000		1000		
				12060	
This note is hereby assigned to Clarence Bradford of Box 1022, Foley, Ala. for the sum of \$120.60. This amount represents the amount Clarence Bradford paid for Earl Bradford.					
Baldwin National Bank Robertsdale, Ala.					
Martin A. Turner, Jr.					

CLARENCE BRADFORD

Plaintiff

VS.

EARL BRADFORD

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9265

1.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED TWENTY and 60/100 DOLLARS (\$120.60) in that the Plaintiff was surety on a note executed by Earl Bradford and signed by the Plaintiff as Surety. Said note was payable to the Baldwin National Bank of Robertsdale and dated March 14, 1969 and was for TWO HUNDRED TWENTY TWO and 60/100 DOLLARS (\$222.60). The Plaintiff avers that the last payment the Defendant made on the note was on March 9, 1970, leaving a balance due of \$120.60. The Plaintiff further avers that he paid this balance of ONE HUNDRED TWENTY and 60/100 DOLLARS (\$120.60), and this suit is brought for the purpose of making collection of of this amount paid for the use and benefit of the Defendant.

WILTERS, BRANTLEY & NESBIT

BY: *Thyllis J. Nesbit*

Attorney for Plaintiff

FILED

MAY 21 1970

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

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No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon EARL BRANDFORD

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.....

EARL BRANDFORD

... Defendant.....

by CLARENCE BRADFORD

....., Plaintiff.....

Witness my hand this.....21st day of.....May..... 1970.....

Alice J. Duck Clerk

245-21-70

No. 9265

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Clarence Bradford

Plaintiffs

vs.

Earl Bradford

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

MAY 21 1970

Clerk

ALICE J. DUCK CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

The home of L. L. Smith
Route 3, Foley, Alabama

Received In Office

RECEIVED

19.....

MAY 21 1970

Sheriff

I have executed this summons

JAY L. WILKINS

SHERIFF

this 1971

by leaving a copy with

Earl Bradford

Shrift claims 100 miles to

Sen. Cents. per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

James Wilkins Sheriff

Colburn Deputy Sheriff

STATE OF ALABAMA

Baldwin County

TO EARL BRADFORD, Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

CLARENCE BRADFORD, Plaintiff.....versus EARL BRADFORD, Defendant.....

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

~~CLARENCE BRADFORD~~ GOLF SHORES GARAGE

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

20 day of July, 1970Alice J. Luck
Clerk of the Circuit Court.

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

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.....
.....
Plaintiff....

VS.

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.....
.....
.....
Defendant....
