

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Henry K. Franelich 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 same, then and there to answer the Complaint of The First National Bank of Mobile, a national banking institution.

WITNESS my hand this 17<sup>th</sup> day of June, 1970.

Alice D. Luck  
Clerk

THE FIRST NATIONAL BANK	X	
OF MOBILE, A National		
Banking Institution,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	
	X	BALDWIN COUNTY, ALABAMA
vs.	X	
HENRY K. FRANELICH,	X	AT LAW
		9336
Defendant.	X	

The Plaintiff claims of the Defendant Three Hundred Eighty Dollars and Forty-six Cents (\$380.46) due by Promissory Note made by him on the 27th day of January, 1970, and payable in installments of Twenty-six Dollars and Ninety-nine Cents (\$26.99) for fifteen (15) consecutive months, including interest, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a reasonable attorney's fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant

the further and additional sum of Seventy-five Dollars (\$75.00) as such reasonable attorney's fee.

The Plaintiff further avers that in, by and as a part of said note the Defendant waives as to this debt or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama as to personal property, and the Plaintiff claims the benefit of such waiver.

CHASON, STONE & CHASON

By: John Earle Chason  
Attorneys for Plaintiff

FILED

JUN 17 1970

ALICE J. DUCK CLERK  
REGISTER

## PROMISSORY NOTE

(Deposit Account)

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

Mobile, Ala.,

January 27 1970Fifteen MonthsAFTER DATE WITHOUT GRACE 2

PROMISE TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK OF MOBILE

\$ 404<sup>85</sup>Four Hundred Four85/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE

1<sup>st</sup>  
**FIRST NATIONAL BANK**  
 MOBILE ALABAMA

IN 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, \$ 26.95 per month for 15 consecutive months, and one final deposit of \$ None, the first deposit to be made on 2-20-70. Said account is hereby pledged to and shall additionally 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.

As often as the making of any such deposit may be delayed more than 10 days beyond the day 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, said late charge to be not less than one dollar per deposit.

Any of the following shall constitute an Event of Default hereunder: (1) Failure of the undersigned to make any deposit as herein provided. (2) Failure to perform or breach of any agreement contained in this note. (3) The acceleration of the due date of any obligation of the undersigned to Bank or any other creditor, for the payment of money prior to the expressed maturity date thereof. (4) The making of an assignment by the undersigned for the benefit of creditors; the inability or failure of the undersigned to pay any debt when it matures; the commencement, of any bankruptcy, insolvency, receivership, reorganization, arrangement, dissolution or liquidation proceedings by or against the undersigned or any guarantor or surety for the undersigned; or the death, termination of existence, or incompetency of the undersigned. (5) The sale, attempted sale, attachment, seizure of or levy upon any asset of the undersigned under any legal process. (6) The Bank in good faith deems itself insecure.

Upon the occurrence of any Event of Default, Bank may, at its option, at any time thereafter declare all indebtedness secured hereby immediately due and payable, and apply, without notice to the undersigned, the amount of the special account as a payment hereon. If after the application of the funds in said special account on the payment of this note there shall be any further amount due hereon, the undersigned agrees to pay the same immediately.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, each, for himself, severally agrees to pay this note and to pay interest from the date of maturity. "Maturity" shall include in its definition the date the note is declared by Bank to be due and payable upon default as herein provided at the rate of eight (8%) percent per annum until paid. Each of said parties waives all rights of exemption under the constitution and laws of Alabama, or any other State, and agrees 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 each maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, suit and all other requirements necessary to hold them.

ADDRESS: P.O. Box 864Bay Minette Ala.36507Henry K. Terrell

(Seal)

(Seal)

(Seal)

19574

Each of the undersigned endorses severally guaran-  
tees and agrees: (a) to pay this note; (b) to pay interest  
thereon at the rate of eight per centum per annum, unless  
otherwise expressly stipulated thereon; (c) to pay interest  
thereon, from the date of maturity, at the rate of eight per  
centum per annum until paid; (d) to pay all costs of col-  
lecting 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; (e) to be  
bound by all of the provisions of this note; (f) that pay-  
ment of this note may be extended in whole or in part, and  
the provisions thereof modified, at any time, all without  
notice to and without affecting or releasing the liability of  
the undersigned; and (g) severally waives all rights of  
exemption under the constitution and laws of Arkansas or  
any other State; and (h) as endorser, surety and Guarantor  
of this note severally waives demand, presentment, protest,  
notice of protest or dishonor, suit, and all other require-  
ments necessary to hold them.

\_\_\_\_\_  
(SEAL)

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(SEAL)

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(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

80609  
9336

THE FIRST NATIONAL BANK OF MOBILE,  
A National Banking Institution,

Plaintiff,

vs.

HENRY K. FRANELICH,  
1411 HAND AVE.

BAY MINETTE  
308 West 8th

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

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SUMMONS AND COMPLAINT

FILED

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JUN 17 1970

ALICE J. DUCK CLERK  
REGISTER  
CHASON, STONE & CHASON  
ATTORNEYS AT LAW  
P. O. Box 120  
BAY MINETTE, ALABAMA

Received 17 day of June 1970  
and on 23 day of June 1970  
I served a copy of the within on  
on Henry K. Franelich  
By service on

TAYLOR WILKINS, Sheriff  
By C. J. Talbot S.W.