

Due 4-13-70 Fairhope, Ala., 1-14- 19 70

90 Days

after date, without grace, I/We ("Maker")

Principal 325.00  
Interest 8%  
Ins.-Rec. Fee 1.63  
\$ 326.63

promise to pay to the order of Baldwin National Bank of Robertsdale

Three hundred twenty-six and 63/100\*\*\*\*\* Dollars

for value received, payable at the Fairhope Office of BALDWIN NATIONAL BANK OF ROBERTSDALE Interest at maturity 8%

As security for the payment of this note Maker has pledged with Payee, and hereby grants to Payee a lien upon and security interest in the property described hereinbelow, (including all proceeds therefrom, including cash, stock and other dividends and all rights to subscribe for securities incident to, declared, or granted in connection with such property), which property, together with all additions and substitutions is called the Collateral.

Maker also pledges and grants a security interest in the Collateral as security for all other liabilities (primary, secondary, direct, contingent, sole, joint, or several), due or to become due or which may be hereafter contracted or acquired, of each Maker (including each Maker and any other person) to Payee. The surrender of this note, upon payment or otherwise, shall not affect the right of Payee to retain the Collateral for such other liabilities.

Additions to, reductions or exchanges of, or substitutions for the Collateral, payments on account of this loan or increases of the same, or other loans made partially or wholly upon the Collateral, may from time to time be made without affecting the provisions of this note. Payee or its nominee need not collect interest on or principal of any Collateral or give any notice with respect to it. If the Collateral shall at any time become unsatisfactory to Payee, Maker shall promptly after demand pledge with Payee as part of the Collateral additional property which is satisfactory to Payee.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of each Maker to Payee may be declared by Payee to be immediately due and payable: (a) failure of any Obligor (which term shall include each Maker, endorser, surety and guarantor of this note) to perform any agreement hereunder, to pay interest hereon when due, or pay any other liability whatsoever to Payee when due; (b) the death of any Obligor; (c) the filing of any petition under the Bankruptcy Act, or any similar Federal or State statute, by or against any Obligor; (d) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) the entry of a judgment against any Obligor; (f) the issuing of any attachment or garnishment, or the filing of any lien, against any property of any Obligor; (g) the taking of possession of any substantial part of the property of any Obligor at the instance of any Governmental authority; or (h) the dissolution, merger, consolidation, or reorganization of any Maker.

Payee is hereby given a lien upon and a security interest in all property of each Maker now or at any time hereafter in the possession of Payee, including but not limited to any balance or share of any deposit, as security for the payment of this note, and a similar lien upon and security interest in all such property of each Maker as security for the payment of all other liabilities of each Maker to Payee; and Payee shall have the same rights as to such property as it has with respect to the Collateral.

Upon the occurrence of any default hereunder Payee shall have the right to take possession of the Collateral and to sell all or any part thereof upon any exchange or at public or private sale at the option of Payee at any time or times without advertisement or demand upon or notice to any Obligor (all of which are hereby waived), except such notice as is required by applicable statute and cannot be waived; with the right on the part of the Payee or its nominee to become the purchaser thereof at any such sale, free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all reasonable attorney's fees, legal or other expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales to pay (or to hold as a reserve against) this note and all other liabilities of each Maker to Payee.

Any failure by Payee to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter. Any notice to Maker shall be sufficiently served for all purposes if placed in the mail addressed to, or left upon the premises at, the address shown on Payee's records.

Each of the Obligors severally agrees: (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 the note discounting the same, or 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 the Obligors waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them.

The Collateral hereinabove referred to is described as follows:

1963 Chevrolet Impala 4-dr H. T. V-8 Serial #

Address  
P. C. Box 142  
Point Clear, Ala.

Address

Robert D. Miller

VOL 67 PAGE 701

\$ 326.63

EUNICE B. BLACKMON CLERK  
JUL 8 1971  
FILED

In addition to the liability as endorser, which the undersigned hereby assume, and intending to be legally bound, the undersigned (and if more than one, each of them jointly and severally) (a) hereby guarantee and become surety to the payee of the within note, its successors, endorsees and assigns, for the payment of the within note; and (b) consent (i) that the Collateral may be exchanged, surrendered or sold from time to time, (ii) that the payment of the note, or any of the liabilities of the Maker thereof, or of any Collateral, may be extended in whole or in part, and (iii) that any of the provisions of the note may be modified; all without notice to and without affecting the liability of the undersigned as endorser, guarantors and sureties.

The undersigned endorsers each for himself hereby severally agrees: (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 the note discounting the same, or 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.

**Address**

(SEAL)

Address

(SEAL)

[illegible]

STATE OF ALABAMA  
COUNTY OF BALDWIN

) IN THE CIRCUIT COURT OF BALDWIN  
) COUNTY, ALABAMA - AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON ROBERT D. MILLER, TO  
APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE  
DATE HEREOF OF THIS SERVICE, TO THE BILL OF COMPLAINT FILED AGAINST  
HIM IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE  
BY THE BALDWIN NATIONAL BANK, A CORPORATION.

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE LAW DIRECTS.

WITNESS MY HAND THIS 27 DAY OF August, 1970.

Alice J. Duck  
REGISTER

BALDWIN NATIONAL BANK, A  
CORPORATION,

PLAINTIFF

VS

ROBERT D. MILLER,

DEFENDANT

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW  
) CASE NO: 9452

COUNT ONE:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF ONE HUNDRED SEVENTY-  
NINE AND 81/100 DOLLARS (\$179.81), DUE BY PROMISSORY NOTE MADE BY  
HIM ON, HERETOFORE, TO-WIT, JANUARY 14, 1970, WHICH SUM OF MONEY,  
WITH INTEREST THEREON FROM TO-WIT, AUGUST 19, 1970 IS DUE AND  
UNPAID; AND PLAINTIFF AVERS THAT IN AND BY THE TERMS OF SAID NOTE,  
THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION UNDER THE LAWS OF THE  
STATE OF ALABAMA, AND PLAINTIFF CLAIMS THE BENEFIT OF SAID WAIVER;  
PLAINTIFF CLAIMS THE ADDITIONAL SUM OF THIRTY-SIX DOLLARS (\$36.00)  
AS A REASONABLE SUM AS ATTORNEY FEES FOR BRINGING THIS SUIT FOR THAT  
THE DEFENDANT IN AND BY THE TERMS OF SAID NOTE AGREED TO PAY A  
REASONABLE ATTORNEY FEE, AND PLAINTIFF AVERS THAT SAID AMOUNT IS A  
REASONABLE ATTORNEY FEE FOR THE BRINGING AND PROSECUTING OF THIS  
SUIT.

FILED

AUG 27 1970

ALICE J. DUCK

CLERK  
REGISTER  
VOL

BAILEY & TAYLOR

By: Lloyd E. Taylor

ATTORNEY FOR THE PLAINTIFF

Give to  
B-8  
CARLISLE

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW # 9452

BALDWIN NATIONAL BANK, A  
CORPORATION,  
  
PLAINTIFF

VS  
  
ROBERT D. MILLER,  
  
DEFENDANT

DEFENDANT'S ADDRESS IS  
  
P.O. Box 142, MOVED FROM  
PT. CLEAR, ALABAMA HERE.

SUPPOSE TO BE WORKING FOR  
SAM STYRON AT GULF FLYING CO.  
FOLEY, ALA.

FILED

8/29/70

AUG 27 1970

ALICE J. DUEY  
CLERK  
RECEIVED

Received 29 day of Aug. 19 70  
and on 8 day of Sept 19 70  
I served a copy of the within 8 & C  
on Robert D. Miller

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

TAYLOR WILKINS, Sheriff  
Mr. Carlisle

84

Sheriff's fees 24 copies of  
Total \$ 8.40  
TAYLOR WILKINS, Sheriff  
Childress  
COUNTY SHERIFF