

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

December 3, 1970

Clerk, Circuit Court  
Baldwin County  
Bay Minette, Alabama 36507

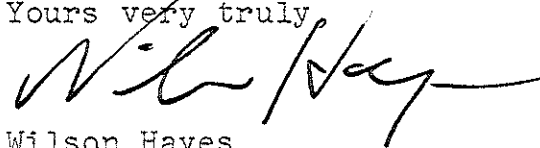
Re: Baldwin County Bank Vs.  
L. B. Benjamin, Case #9490

Dear Mrs. Duck:

Please submit to the Court for Judgment for  
\$253.51 on Promissory Waiver Note. Enclosed is a  
copy of the note.

With kind regards, I am

Yours very truly,

A handwritten signature in dark ink, appearing to read "Wilson Hayes", written in a cursive style.

Wilson Hayes

WH/ms  
Enc.

\$ 865.80

RAY MINETTE, ALA., December 17

19 66

For value received, the undersigned promised to pay to the order of BALDWIN COUNTY BANK, Ray Minette, Ala., or order, the sum of

EIGHT HUNDRED SIXTY-FIVE AND 80/100 Dollars,

payable in 18 installments of \$ 48.10 each, except the final installment which shall be \$ 48.10; the first

installment shall be due on January 20, 19 67, after date hereof, and one of such remaining installments shall be due on the

20th 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, Ray Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency or 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 BALDWIN COUNTY BANK, of Ray Minette, Alabama, at or before the payment of

this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Ray Minette, Alabama, the following property:

All of my live stock, and other personal property, including all and every kind and character, our entire crop, of every kind and

description, raised during the year 19 67 by us or under our direction, including all rents due or to become due as for the year 19 67 in Baldwin

County, Alabama, or elsewhere. Also One (1) 1964 Chevrolet 1½ ton truck, Serial No. S4C633A102865;

also, eleven (11) head white face hereford beef cattle on my pasture in Little River,

Baldwin County, Alabama.

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Ray Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Ray Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Ray Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Ray Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: \_\_\_\_\_

L. B. Benjamin L. S.

L. B. Benjamin, Little River, Alabama

No. 3439P

Due

3 ed 35 8 + 1

DUVALL - MOBILE

213.06

+ Fees

\$0.20

213

99

99

198

8

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WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

September 17, 1970

Clerk, Circuit Court  
Baldwin County  
Bay Minette, Alabama 36507

9490

Dear Mrs. Duck:

Please file the enclosed suit for Baldwin County  
Bank Vs. L. B. Benjamin.

With kind regards, I am

Yours very truly,

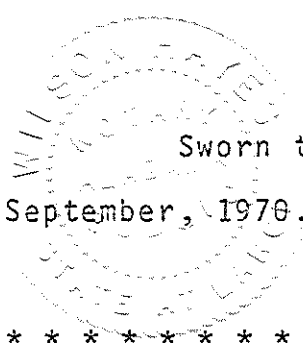
*W. L. Hayes*  
Wilson Hayes

WH/ms  
Enc.

9490-

STATE OF ALABAMA  
BALDWIN COUNTY

Before me, the undersigned, a Notary Public in and for said County, personally appeared Frank Hunt who being by me duly sworn deposes and says that the property sued for in the complaint of Baldwin County Bank, a Corporation, Vs. L. B. Benjamin, filed in said Court, to-wit: One 1964 Chevrolet 1½ ton truck, Serial No. S4C633A102865; also eleven head white face hereford beef cattle on his pasture in Little River, Baldwin County, Alabama belongs to Baldwin County Bank, a Corporation, the Plaintiff.



Frank Hunt  
Frank Hunt

Sworn to and subscribed before me this 18 day of September, 1970.

W. L. Hay  
Notary Public,

\*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS, That Baldwin County Bank, Principal, is held and firmly bound unto L. B. Benjamin, his heirs, executors and administrators in the sum of Fifty (\$50) Dollars, for the payment of which it jointly and severally binds itself, its successors and assigns.

Sealed with its seal and dated the 18 day of September, 1970.

The condition of the above obligation is such that whereas, the above bound Baldwin County Bank has on the 18 day of Sept., 1970 sued out a Writ of Detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said L. B. Benjamin for the recovery of the following described property, to-wit:

One 1964 Chevrolet 1½ ton truck, Serial No. S4C633A102865; also eleven head white face hereford beef cattle on his pasture in Little River, Baldwin County, Alabama

Now, if the said Baldwin County Bank shall fail in said suit and shall pay to the said L. B. Benjamin, 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 & approved this 18 day of Sept., 1970.  
Deice J. Hucker  
Clerk

BALDWIN COUNTY BANK  
BY: Frank Hunt

BALDWIN COUNTY BANK,  
A Corporation,

Plaintiff,

Vs.

L. B. BENJAMIN,

Defendant.

IN THE CIRCUIT COURT

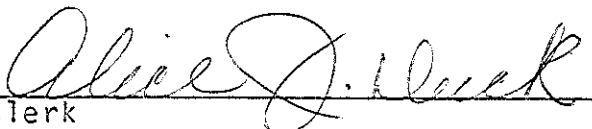
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9490

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.

  
Clerk

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon L. B. Benjamin 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 18<sup>th</sup> day of September, 1970.

*Alice J. Duck*  
Clerk

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BALDWIN COUNTY BANK,  
A Corporation,

Plaintiff,

Vs.

L. B. BENJAMIN,

Defendant.

I IN THE CIRCUIT COURT  
I BALDWIN COUNTY, ALABAMA  
I AT LAW  
I  
I NUMBER: 9490  
I

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

One 1964 Chevrolet 1½ ton truck, Serial No. S4C633A102865; also eleven head white face hereford beef cattle on his pasture in Little River, Baldwin County, Alabama

with the value of the hire or use thereof during the detention, to-wit, from October 20, 1969 to September 16, 1970 and of the alternate value of \$198.06.

II

The Plaintiff claims of the Defendant the sum of ONE HUNDRED NINETY-EIGHT AND 06/100 (\$198.06) DOLLARS, due on a promissory note made by him on December 17, 1966 and payable October 20, 1969 with interest thereon.

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

*Wil Hayes*  
Attorney for Plaintiff  
Wilson Hayes

Defendant may be served:

Little River, Alabama 36550

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CLERK  
REGISTER

NUMBER:

9490

Baldwin County Bank,  
A Corporation,

Plaintiff,

Vs.

L. B. Benjamin,

Defendant.

*Detinue*

In the Circuit Court  
Baldwin County, Alabama  
at Law

Defendant may be served:  
Little River, Alabama 36550

Sherriff claims 76 miles at

Ten Cents per mile Total \$ 7.60  
TAYLOR WILKINS, Sheriff

by Deputy Sheriff

NO PROPERTY FOUND OF

L. B. Benjamin Plaintiff

In Baldwin County, Alabama

by service on \_\_\_\_\_

Received 18 day of Sept. 1970  
and on 22 day of Sept. 1970  
I served a copy of the within Detinue etc  
on L. B. Benjamin

TAYLOR WILKINS, Sheriff  
W. D. Bell D.S.

Little River

By William D. Bell Sheriff  
Detinue