

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Esaw Stevens 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 Baldwin County Bank, a Corporation.

Witness my hand this the 7 day of December, 1970.

Defendant may be served:

General Delivery
Stockton, Alabama
Last known place of
employment-John Murphy McMillan

Alice J. Duck
Clerk

* * * * *

BALDWIN COUNTY BANK,
A Corporation,

Ø IN THE CIRCUIT COURT OF

Plaintiff,

Ø BALDWIN COUNTY, ALABAMA

Vs.

Ø AT LAW

ESAW STEVENS,

Ø

Defendant.

Ø

NUMBER: 9591

I

The Plaintiff claims of the Defendant the sum of TWO HUNDRED SIXTY AND 25/100 DOLLARS (\$260.25), as balance due on a promissory note for \$283.95 made by him on the 5th day of June, 1970 and payable on the 1st day of July, 1970 with interest thereon.

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

W. K. Hayes
Wilson Hayes
Attorney for Plaintiff

Number; 9591

Baldwin County Bank,
A Corporation,

Plaintiff,

Vs.

Esaw Stevens,

Defendant.

In the Circuit Court of
Baldwin County, Alabama
At Law

Received 7 day of Dec. 1970
and on 8 day of Dec. 1970
I returned a copy of the within NC
on Esaw Stevens
By service on _____

Shariff claims 22 miles at
Ten Cents per mile Total \$ 2.20
TAYLOR WILKINS, Sheriff
BY Advent
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff
By W. A. Advent D. S.

Advent

INSTALLMENT NOTE

\$ 283.95

BAY MINETTE, ALA.

June 5, 1970

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order,

the sum of TWO HUNDRED EIGHTY THREE AND 95/100 Dollars,

payable in 9 installments of \$ 31.55 each, except the final installment which shall be \$ 31.55

the first installment shall be due on July 1, 1970, after date hereof, and one of such remaining install-

ments shall be due on the 1st 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.

Attest:

Esaw Stevens

L. S.

L. S.

No. Due

21601-0

3343

Address General Delivery, Stockton, Alabama