

9695

Moore Printing Co. - Bay Minette, Alabama

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

Baldwin County

Baldwin County

Before me, T. G. Taylor, a Notary Public in and for said County,
 personally appeared ~~XXXXXXXXXXXX~~ Rudolph Taylor who being by me
 duly sworn deposes and says that the property sued for in the complaint of
Stephens Acceptance Corporation filed in said Court, to-wit:
One (1) 1961 Ford, Serial #1H54X157768

belongs to Stephens Acceptance Corporation, the plaintiff.

Sworn to and subscribed before me this 15
 day of February, 19 71

STEPHENS ACCEPTANCE CORPORATION

BY: Rudolph A. Taylor

Notary Public

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

Baldwin County

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Stephens Acceptance Corporation, Principal, and

Elkenny Robbins, his heirs, executors and admin-
 istrators in the sum of FIFTY AND NO/100 (\$50.00) Dollars,
 for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the _____ day of February, 19 71

The condition of the above obligation is such that whereas, the above bound
Stephens Acceptance Corporation has on the _____ day of
February, 19 71 sued out a writ of detinue in the Circuit Court of Baldwin
County, returnable to the said Circuit Court against the said
Elkenny Robbins for the recovery of the following
 described property, to-wit:
One (1) 1961 Ford, Serial #1H54X157768

Now, if the said Stephens Acceptance Corporation shall fail in said suit
 and shall pay to the said Elkenny Robbins, 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.

STEPHENS ACCEPTANCE CORPORATION

Taken and approved this 17 day of February, 19 71 Rudolph A. Taylor (SEAL)

J. L. B. (SEAL)

Ernie B. Blackburn (SEAL)

Clerk, Circuit Court

FILED

FEB 17 1971

CLERK OF CIRCUIT COURT

The State of Alabama, }
Baldwin County

CIRCUIT COURT
No. 9695

19

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Elkenny Robbins

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
Stephens Acceptance Corporation

Witness my hand this 17 day of February 19 71

Eunice B. Blackmon, Clerk

COMPLAINT

Stephens Acceptance Corporation

Elkenny Robbins

Plaintiff

Versus

Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

One (1) 1961 Ford, Serial No. 1H54X157768

with the value of the hire or use thereof during the detention, to-wit:

from January 24, 19 71, to February 10 19 71
and of the alternate value of \$532.00.

FILED

FEB 17 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

[Signature] Plaintiff's Attorney.

State of Alabama
Baldwin County

CIRCUIT COURT

STEPHENS ACCEPTANCE CORPORATION

Plaintiff

VS.

ELKENNY ROBBINS

Defendant

Detinue Summons and Complaint

Filed **FILED** _____, 19

FEB 12 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

Clerk

Taylor Wilkins, Jr.

Plaintiff's Attorney

Defendant's Attorney

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.

Eunice B. Blackmon Clerk

Defendant lives at
Johnson Quarters
Bay Minette, Alabama

Received in office

Feb 17, 19 *71*

Taylor Wilkins, Sheriff

I have executed this summons

this *Feb 22*, 19 *71*

by leaving a copy with

Elkenny Robbins
No Property Found

Sheriff claims _____ miles at

Ten Cents per mile Total \$.

TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

Taylor Wilkins, Sheriff
W. O. Talbot, Deputy Sheriff

Printed by Moore Printing Co.

BALDWIN NATIONAL BANK
OF ROBERTSDALE
ROBERTSDALE, ALABAMA

Principal 200.00
Interest 12.06
Ins.-Rec. Fee 2.14
\$ 214.20
Sent. 11 1970

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 fourteen & 20/100 Dollars payable in 12 installments of \$ 17.85 each except the first installment which is in the sum of \$ _____; the first installment shall be due on Oct. 20 1970 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. 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 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 the same, 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, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action. The release of liability as to any such party. The bank at which this note is payable is hereby authorized to apply, on or after protest, 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 authorized by the maker, endorser, surety, guarantor, or any of them, without notice to the bank.

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 hereon.

ADDRESS:

SIGNATURE OF MAKER (S):

John R. Duncan

General Delivery, Robertsdale, Ala. John R. Duncan

BALDWIN NATIONAL BANK
OF ROBERTSDALE
FAIRHOPE, ALABAMA

Principal 676.00
Interest 61.58
Ins.-Rec. Fee 11.22
\$ 748.80
April 28 19 70

I/WE ("MAKER") promise (s) to pay to the order of the BALDWIN NATIONAL BANK OF ROBERTSDALE, ("Payee") at its office in Fairhope, Alabama, the sum of Seven hundred forty eight & 80/100 Dollars for value received, payable in 18 installments of \$ 41.60 each except the first installment which is in the sum of \$ _____; the first installment shall be due on June 15 19 70 after date hereof, and one of such remaining installments shall be due on the 15th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

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 attorneys' 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; (d) to pay late charges on installments past due fifteen or more days to the full extent permitted by and in accordance with the Alabama Small Loan Act.

The Collateral hereinabove referred to is described as follows:

1964 Ford Fairlane 500 V8 Ser# C40EA9426

\$ _____

Address

General Delivery, Robertsdale, Ala. John R. Duncan (SEAL)
Address