

BALDWIN NATIONAL BANK  
OF ROBERTSDALE

The Baldwin Times

FAIRHOPE, ALA., September 9

19 70

61 Days

AFTER DATE, WITHOUT GRACE

I

PROMISE TO PAY

TO THE ORDER OF The Fairhope Branch Baldwin National Bank of Robertsdale

Six Hundred and 00/1.00

Dollars

No.

Due: 11-9-70

\$ 600.00

with interest at the rate of 8 % per annum to maturity.

For Value Received, Payable at The Fairhope Branch Baldwin National Bank of Robertsdale

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and 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. In the event of death, insolvency of, general assignment by, judgment against, filing of any proceeding under the Bankruptcy Act 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 successors 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. 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, endorser, guarantor, or any one of them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity, and thereafter in any event, interest at the rate of eight per cent, per annum until paid.

Address 357 Wisteria St.

John T. Hall

FILED

JUL 8 1971

EUNICE B. BLACKMON CLERK

In consideration of One Dollar (\$1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all the provisions of the within note, and to unconditionally guarantee to Baldwin National Bank of Robertsdale, Robertsdale, Alabama, its successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral, therefor, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

[illegible]

STATE OF ALABAMA  
COUNTY OF BALDWIN

Ø  
Ø

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON JOHN L. HALL, TO APPEAR  
AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE DATE HERE-  
OF 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 9 DAY OF MARCH, 1971.

*Ernie B. Blackmon*  
CLERK

BALDWIN NATIONAL BANK, A  
CORPORATION,

Ø

IN THE CIRCUIT COURT OF

PLAINTIFF

Ø

BALDWIN COUNTY, ALABAMA

VS.

Ø

AT LAW

JOHN L. HALL

Ø

DEFENDANT

Ø

CASE NO: 9237

COUNT ONE:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF SIX HUNDRED  
TWELVE AND 80/100 (\$612.80) DOLLARS, DUE BY PROMISSORY NOTE MADE BY  
HIM ON, HERETOFORE, TO-WIT, SEPTEMBER 9, 1970, WHICH SUM OF MONEY,  
WITH INTEREST THEREON FROM TO-WIT, JANUARY 20, 1971, IS DUE AND UN-  
PAID; 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 ONE HUNDRED TWENTY AND NO/100  
(\$120.00) DOLLARS AS A REASONABLE SUM AS ATTORNEY FEES FOR BRING-  
ING 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.

BAILEY & TAYLOR

BY: Royd E. Taylor  
ATTORNEY FOR THE PLAINTIFF

**FILED**

MAR 9 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

CASE NO: 9737

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

BALDWIN NATIONAL BANK, A  
CORPORATION

PLAINTIFF

VS.

JOHN L. HALL (Ledlie)  
DEFENDANT

TO ANY SHERIFF OF THE  
STATE OF ALABAMA:

DEFENDANT MAYBE SERVED AT:

357 WISTERIA ST.  
FAIRHOPE, ALABAMA 36532

**FILED**

MAR 9 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

Received 10 day of March 1971  
and on 17 day of MARCH 1971  
I served a copy of the within SCU  
on John L. Hall  
By service on JOHN L. HALL

TAYLOR WILKINS, Sheriff  
By T. Galloway D.S.

Sheriff's fee 2.00 miles at  
Ten Cents per mile Total \$ 2.00  
TAYLOR WILKINS, Sheriff  
By T. Galloway  
Circuit Clerk