

7412  
RAYNC. STEPHENS,

Plaintiff

-VS-

B. B. FEASTER,

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9798

AMENDMENT TO COMPLAINT

Comes now the plaintiff in above-styled cause and amends his complaint heretofore filed in this cause by adding Count Two thereto, to read as follows:

COUNT TWO

The plaintiff claims of the defendant Three Hundred Fifty (\$350.00) Dollars due by promissory note made by him on the twenty-ninth day of July, 1970, and payable on the first day of February, 1971, with interest thereon.

In all other respects the complaint remains unchanged.

  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF MAILING

I certify that I have mailed, by certified mail, number 889138, return receipt requested, a copy of the foregoing amendment to B. B. Feaster, Excel, Alabama 36439, by depositing the same in the United States Mail, postage prepaid, at Bay Minette, Alabama, on this sixth day of March, 1972.

  
ATTORNEY FOR PLAINTIFF

FILED

MAR 6 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

9798



STATE OF ALABAMA }  
Baldwin County }

No. 9798

CIRCUIT COURT

APRIL 1971

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon .....  
B. B. Feaster

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 .....  
Ray C. Stephens

Witness my hand this 16 day of April 1971

Eunice B. Blackmon Clerk

COMPLAINT

RAY C. STEPHENS

B. B. FEASTER

Plaintiff...

Versus

Defendant...

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

One 1967 Ford 3/4 ton Pickup Truck, Serial # 1314 F 251381038

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

from November 1, 1970, to 16 Apr 1971

**FILED**

APR 16 1971

Ray C Stephens

Plaintiff's Attorney

EUNICE B. BLACKMON CIRCUIT CLERK

THE STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

RAY C. STEPHENS

Plaintiff....

VS.

B. B. FEASTER

Defendant....

Detinue Summons and Complaint

Filed ..... **FILED** ..... 19.....

..... APR 16 1971 ..... Clerk

EUNICE B. BLACKMON CIRCUIT CLERK

KENNETH COOPER  
Post Office Box 1000  
Bay Minette, Alabama 36507  
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  
Excel, Alabama  
(Monroe County)

Received in office

..... April 19 ..... 1971.

..... Saylor Wilkins Sheriff

I have executed this summons

this ..... 14<sup>th</sup> May 1971 .....  
by leaving a copy with

B. B. Feaster

Defendant no longer  
has property  
described herein.

E. C. Watson Sheriff

..... Deputy Sheriff

E. C. Watson, Sheriff of Monroe County,  
Ala., claims \$1.50 ea. for services 1

Process(es). And 10¢ per mile for 16  
miles.

Total \$ 3.10  
E. C. Watson Deputy Sheriff

FILED  
APR 19 1971  
EUNICE B. BLACKMON CLERK

9798

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, \_\_\_\_\_, a Notary Public in and for said County,  
personally appeared Ray C. Stephens who being by me  
duly sworn deposes and says that the property sued for in the complaint of \_\_\_\_\_  
Ray C. Stephens filed in said Court, to-wit:

One 1967 Ford Pickup Truck, Serial No. 1314 F 251381C38

belongs to Ray C. Stephens, the plaintiff.

Sworn to and subscribed before me this 16<sup>th</sup>  
day of April, 1971

Kenneth Cope  
Notary Public

Ray C. Stephens  
RAY C. STEPHENS

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

Ray C. Stephens, Principal, and  
\_\_\_\_\_, Sureties, are held and  
firmly bound unto B. B. Feaster, his heirs, executors and admin-  
istrators in the sum of Fifty (\$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 \_\_\_\_\_, 19 71

The condition of the above obligation is such that whereas, the above bound \_\_\_\_\_

Ray C. Stephens has on the \_\_\_\_\_ day of  
\_\_\_\_\_, 19 71 sued out a writ of detinue in the Circuit Court of Baldwin  
County, returnable to the said Circuit Court against the said \_\_\_\_\_

B. B. Feaster for the recovery of the following  
described property, to-wit:

One 1969 Ford Pickup Truck, Serial No. 1314 F 251381C38

Now, if the said Ray C. Stephens shall fail in said suit  
and shall pay to the said B. B. Feaster, 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 and approved this 16 day of  
April, 1971

Ray C. Stephens (SEAL)  
Kenneth Cope (SEAL)  
Ernie B. Blackman (SEAL)

Clerk, Circuit Court

No. \_\_\_\_\_

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

RAY C. STEPHENS  
Plaintiff

vs.

B. B. FEASTER  
Defendant

Detinue — Affidavit and Bond

Filed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Clerk

# SECURED INSTALLMENT NOTE

PO 200-  
Bal 350<sup>00</sup> 1-15-71

\$ 550.00

Bay Minette, Ala., July 29, 1970

FOR VALUE RECEIVED, the undersigned promises to pay to the order of

~~XXXXXXXXXXXXXXXXXXXX~~ S. W. Jacobs

the sum of Five Hundred Fifty and No/100 - - - - - DOLLARS in Lawful

Money of the United States at Bay Minette Loan Co., Bay Minette, Ala., said indebtedness being payable in 6

month installments as follows: 5 installments of \$ 100.00 and 1 installments of \$ 50.00

beginning September 1, 1970 and same day of each and every month thereafter until \$ 550.00 shall have been paid with interest after maturity at the rate of 8% per annum.

All parties liable hereon, whether makers, endorsers, sureties, guarantors, agree, and each for himself, if this note does not bear interest on its face, to pay a discount rate thereon of \_\_\_\_\_ per cent, per annum until maturity. It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

There has been deposited and pledged as collateral security for the payment of this note, and/or any and all other liability or liabilities of the undersigned to the holder or owner thereof, whether the same be now existing, or hereafter contracted, now due, or hereafter to become due, whether contracted directly with the owner or holder, or whether by the holder or owner acquired by assignment or otherwise from another, and whether said liability be absolute or contingent, joint or single, or both, the following property, to-wit:

1967 Ford 3/4 Ton Pickup Truck Sr #1314F251381038

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their or its assigns, on the non-performance of this promise, or non payment of any of the liabilities above named, at any time or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral, at private sale, with or without notice, at the market price, and if there is no market price, then at such price as holder or owner deems reasonable; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any and all other debt or debts hereby secured, and also any and all other debt or debts which the undersigned may now or hereafter owe the owner or holder of this note either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned. If any of said other liability or liabilities of the undersigned to said owner or holder shall not be promptly paid when due, or if a petition in bankruptcy shall be filed against or a voluntary petition in bankruptcy shall be filed by the undersigned or any endorser, surety or guarantor, then this note and all said other indebtedness shall, at the option of said owner or holder, become forthwith due and payable.

All parties liable hereon, whether makers, endorsers, sureties, or guarantors, hereby severally waive, each for himself as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, 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 makers, endorsers, sureties, and guarantors of this note severally waive demand, presentment, protest, notice of protest and dishonor, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension; and hereby declare and contract with the payee or holder hereof that there is no contract or understanding made or had by them, or either of them, with the payee, or any other person, which in any manner limits or affects their liability on this paper. 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 makers, sureties, endorsers, guarantors, or any of them.

In case default shall be made in the payment of any one of said installments, or in case of the violation of any of the terms or provisions of this note, then the remaining unpaid installments shall immediately thereupon become due and payable at the option of the holder of this note, and the holder shall have the right at its option to proceed immediately for the collection of the unpaid installments thereof, together with interest thereon.

In witness whereof, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ on the day and date above written.

ATTEST: Excel, Alabama

B. B. Feaster (L. S.)  
B. B. Feaster (L. S.)

We, the endorsers hereof, severally waive all rights to exemption under the Constitution and Laws of this or any other State, and agree to pay a reasonable attorney's fee for collection or attempting to collect this note; and also waive demand, notice of dishonor, presentment, protest and notice thereof, and all other requirements necessary to hold us and each of us. We further agree to be bound by all the terms and obligations contained and expressed in the face of this note, and that any and all payments made by, or extensions granted to the maker and/or endorser, shall extend or toll the statute of limitations as to all endorsers the same as to the maker.

In witness whereof \_\_\_\_\_ have hereunto set \_\_\_\_\_ and \_\_\_\_\_ and seal \_\_\_\_\_ on the day and date of this instrument.

\_\_\_\_\_  
(L. S.)

\_\_\_\_\_  
(L. S.)

Bay Minette, Alabama  
February 1, 1971

For value received, I hereby sell,  
assign and deliver this note and  
mortgage to Ray C. Stephens, Bay  
Minette, Alabama, this 1st day of  
February, 1971.

  
\_\_\_\_\_  
S. W. Jacobs