

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 20, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

9845

Dear Eunice:

Please file the enclosed suit for Baldwin County
Bank Vs. Clariece Graves and Suzie Graves and have it
served on Defendants.

With kind regards, I am

Yours very truly,

W. L. Hayes
Wilson Hayes

WH/ms
Enc.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Clariece Graves and Suzie Graves 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 21st day of ^{May} ~~March~~, 1971.

Defendants may be served:

914 Dobson Ave.
Bay Minette, Alabama

BALDWIN COUNTY BANK
A Corporation,

Plaintiff,

Vs.

CLARIECE GRAVES and
SUCIE GRAVES,

Defendants.

Eunice B. Blackmon
Clerk

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9845

I

The Plaintiff claims of the Defendants the sum of ONE THOUSAND FORTY-ONE AND 21/100 DOLLARS (\$1,041.21), as balance due on a promissory note for \$1,138.83 made by them on the 3rd day of August, 1970 and payable on the 5th day of September, 1970 with interest thereon.

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

Wilson Hayes
Attorney for Plaintiff
Wilson Hayes

FILED

MAY 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

EMERSON B. STUBBS, CLERK

MAY 31 1911

FILED

WILSON HAYES
APPOINTED FOR BALDWIN

Use and waiver of exemption whereof Plaintiff claims benefit.
The note contains provision for a responsible appointee,
with interest thereon.

gva of amount, 1910 and payable on the 2nd gva of September, 1910
one on a promissory note for \$1,138.83 made payable on the 3rd
thousandth dollar and \$1,100 dollars (\$1,011.51) as balance

The Plaintiff claims of the Defendants the sum of ONE

I

Defendants.

CHARLES GRAVES,
CHARLES GRAVES and

As:

Plaintiff,

Baldwin County Bank,
A Corporation,
Plaintiff,
Vs
Charles Graves and
Suzie Graves,
Defendants.

Number:
Baldwin County Bank,
A Corporation,
Plaintiff,
Vs
Charles Graves and
Suzie Graves,
Defendants.

NUMBER:
IN THE
Circuit Court of
Baldwin County, Alabama
At Law
Defendants may be served:
914 Dobson Avenue
Bay Minette, Alabama

Witness my hand this 29th day of May, 1911.

The Baldwin County Bank, a Corporation.

Place of holding same, then and there to answer the complaint of
this writ in the Circuit Court to be held for said County at the
Charles Graves to appear within thirty days from the service of
You are hereby commanded to summon Charles Graves and

TO THE SHERIFF OF THE STATE OF ALABAMA:
BALDWIN COUNTY
STATE OF ALABAMA

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Clariece Graves and Suzie Graves 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 21 day of ^{May} ~~May~~, 1971.

Defendants may be served:

914 Dobson Ave.
Bay Minette, Alabama

BALDWIN COUNTY BANK,
A Corporation,

Plaintiff,

Vs.

CLARIECE GRAVES and
SUGIE GRAVES,

Defendants.

Eunice B. Blackmon
Clerk

Ø IN THE CIRCUIT COURT OF

Ø BALDWIN COUNTY, ALABAMA

Ø AT LAW

Ø NUMBER: 9845

Ø

I

The Plaintiff claims of the Defendants the sum of ONE THOUSAND FORTY-ONE AND 21/100 DOLLARS (\$1,041.21), as balance due on a promissory note for \$1,138.83 made by them on the 3rd day of August, 1970 and payable on the 5th day of September, 1970 with interest thereon.

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

Wilson Hayes
Attorney for Plaintiff
Wilson Hayes

FILED

MAY 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Received _____ day of _____ 19____
and on 10 day of June 1971
Served a copy of the within S+C
Susie Graves
Clarice Graves
by service on _____

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$ 0
PROCESS(ES) OR A TOTAL OF \$ 1.50

TAYLOR WILKINS, Sheriff

By W. A. Tolbert D. S.

Clarice Graves not found in this county
Returned 10 day of June 1971

Not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff

By W. A. Tolbert

Deputy Sheriff

Defendants may be served:
914 Dobson Avenue
Bay Minette, Alabama

In the Circuit Court of
Baldwin County, Alabama
At Law

MAY 21 1971

Baldwin County Bank,
A Corporation,
Plaintiff,
Vs.
Clarice Graves and
Susie Graves,
Defendants.

Number: 9845

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

December 9, 1971

Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: Baldwin County Bank
Vs. Clariece Graves & Susie Graves 9845

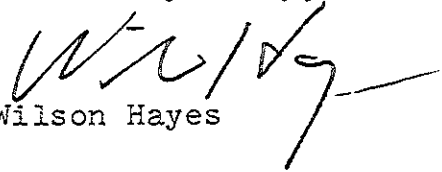
Dear Eunice:

Please submit the above noted case to
Judge Mashburn for judgment by default on a
promissory waive note for:

Principle	\$1,041.21
Interest	90.79
Attorney's fee	<u>220.00</u> (20%)
Total	\$1,352.00

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm
Enc.

1041.21

CONSUMER

CONSUMER GOODS COLLATERAL INSTALLMENT NOTE

1,138.83

BAY MINETTE, ALA.

August 3

1970

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

("Bank") or order, the sum of One Thousand One Hundred Thirty-eight and 83/100 Dollars.payable in 21 installments of \$ 54.23 each, except the final installment which shall be \$ 54.23the first installment shall be due on September 5, 19 70, after date hereof, and one of such remaining install-ments shall be due on the 5th day of each successive month thereafter until the entire indebtedness evidenced hereby shall havebeen 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 installment or of any other default hereunder 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 endorses 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 and 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 Bank, at or before the payment of this note, we hereby grant, bargain, sell and convey to Bank a security interest in the following property, to-wit:

One 1965 Rambler Classic Station Wagon, Serial No. X5837X Z278636

Debtor agrees to maintain said collateral in good condition, ordinary wear and tear excepted, and to insure the same against loss or damage by fire, theft and all expected risks to which the same may be exposed of which Bank may designate, in a suitable insurance company satisfactory to Bank with a loss payable clause in favor of Bank. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the unpaid balance under the note, directs insurer to pay all proceeds directly to Bank, and authorizes Bank to endorse any draft for the proceeds. Should Insurer fail to provide or to continue said insurance, the entire amount owing shall, at the option of Bank, become due and payable, or Bank may, but is not required to, procure the insurance desired, and any premiums paid by Bank shall become part of the debt secured hereby and shall become immediately due and payable. The collateral will be

kept at Street Number City State and Bank may inspect the same at any time.

Said collateral will not be sold, transferred or disposed of or be subjected to any unpaid charge, including taxes, or in any subsequent interest of a third party created or suffered by Debtor unless Bank consents in advance in writing to such charge, transfer, disposition or subsequent interest. Debtor will sign and execute, alone or with Bank, any financing statement or other document or procure any document and pay all connected costs and expenses necessary to protect the security interests under this Security Agreement against the rights or interests of third persons, and Debtor will reimburse Bank for any action taken by it or on its behalf to remedy any default hereunder, including expenses of retaking, holding, preparing for sale and selling the collateral; the payment of reasonable attorney's fees and any other expenses of collection, plus interest thereon at 8 per cent per annum.

Any misrepresentation or misstatement in connection herewith, any non-compliance with or non-performance of any of Debtor's obligations or agreements hereunder, bankruptcy or insolvency proceedings instituted by or against Debtor and any assignment for the benefit of creditors by Debtor shall constitute default under this Security Agreement. Bank may, at its option, exercise its rights of enforcement under this Security Agreement, including the right to take possession of or require Debtor to make the collateral available at some convenient place Bank designates, to enable Bank to take possession or dispose of the collateral. Bank may, at its sole option, waive or remedy any default without waiving the default remedied and without waiving any other right or subsequent default. In the case of a default where Bank has taken possession of the collateral and where Bank is required to give notice as to when the collateral will be sold, Bank hereby agrees to give the Debtor five days advance notice of said sale or disposition of collateral in writing. In the event of any default hereunder, Debtor is liable to Bank for any deficiency and shall be entitled to any net surplus that may arise from the sale or other collecting from the collateral hereunder.

The property described in this security agreement likewise becomes security for the payment of any and all other debts or liabilities of the undersigned to Bank whether the same be now existing or hereafter contracted, now due, or hereafter to become due, whether a stated debt or not with the owner or holder, or whether Bank acquired by assignment or otherwise from another, and whether said liability be absolute or contingent, joint or single or both. In the event of default or insolvency by Debtor, Bank is authorized to apply to the debt secured hereby any funds at that time owing to Debtor and to any surety or guarantor hereof.

Debtor covenants and agrees that all information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct, that no financial statement covering the collateral or its proceeds, is an untrue or false statement and consent for the security interests granted in this security agreement there is no adverse lien, security interest or encumbrance, in or on the collateral covered hereby, that the addresses of Debtor's residence or place or places of business, if any, are those appearing below his signature. Debtor will immediately notify Bank in writing of any change in the Debtor's residence or business address, and in the case where the collateral is used for other purposes, to advise Bank of any new place of business. If more than one Debtor executes this Security Agreement, their obligations hereunder shall be joint and several.

The term "Debtor" as used in this instrument shall be construed as singular or plural to correspond with the number of persons executing this instrument as Debtor. The pronouns used in this instrument are in the masculine gender, but shall be construed as feminine as well as masculine any nature. "Secured Party" and "Debtor" as used in this instrument includes the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

CLARIECE GRAVES

914 Dobson Ave.
Bay Minette, Ala. 36507

(Debtor's Residence)

11602 -

(Debtor's Residence)

Endorsed by Clarice Graves
(Debtor's Signature)