

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon George Summerlin 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 J. E. Ballard.

WITNESS my hand this 18 day of Aug., 1971.

Eunice B. Blackmon
Clerk

J. E. BALLARD,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW
GEORGE SUMMERLIN,)	CASE NO. <u>9993</u>
Defendant.)	

COUNT I

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FORTY NINE DOLLARS AND TWENTY CENTS (\$149.20) due on a note made by him on the 24th day of April, 1970, payable on demand with interest thereon from date; said note having been duly assigned by The First National Bank of Bay Minette, Alabama, to the Plaintiff. A copy of said note is attached hereto and marked Plaintiff's Exhibit 1.

WILTERS & BRANTLEY

BY: Sm Brantley
Attorney's for Plaintiff

The Defendant can be served at Daphne, Ala.

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 155.00

Subst. 6.20 161.20

Ins.-Rec. Fee

POST OFFICE

Daphne Alabama
demand

BAY MINETTE, ALABAMA

April 24, 1970

On or before next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Ala-

bama, or order, at their main banking house in Bay Minette, Alabama,

One Hundred Sixty one dollar and 20/100 DOLLARS.

for value received, with interest thereon at the rate of percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of percent per annum until paid.

In the event of death, insolvency, assignment by judgment against, filing of petition in bankruptcy by or against, or issuance of writ of garnishment or attachment against the property of the undersigned, or on the happening of any one or more of the above events, the payee may, at its option, declare the amount of indebtedness immediately due and payable, and proceed to collect the same in any lawful manner. No delay shall waive the right to make the same.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, severally waive as to this debt, or any extension or renewal thereof, all rights of exemption under the Constitution of the State of Alabama, and under all laws thereof, and as to any other state where proceedings may be instituted, as to personal property, and they severally agree to pay all costs of collecting the same, including a reasonable attorney's fee, whether by suit or by foreclosure. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, and severally agree that time of payment may be extended, or renewal note taken, at other indulgence granted, without notice or consent to such action, and without release of liability.

And to secure the payment of the above amount and all and any future advances or renewals hereof, the undersigned do hereby grant, bargain, sell and convey to the said First National Bank of Bay Minette the following property belonging to the undersigned, and warranted to be free from any encumbrance: All of our livestock and its increase; all farming implements, tractors and other equipment; all of our household goods and kitchen furniture; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year on any lands whatsoever; all of the personal property of the undersigned, whether in possession, reversion or remainder. A portion of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

1-#169H-1 Deep freeze - chest Entrepren
Model 48SA1502W-CJ at \$155.00 plus 4% tax
total \$161.20

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as above herein provided, the First National Bank of Bay Minette, its agents or assigns, may seize the property herein conveyed and sell the same at private sale or at public sale, and if at public sale, then to the highest bidder for cash at such place as it may desire, after first giving notice of such sale by posting at the Courthouse Door in Bay Minette, Alabama, for ten days, of the terms, place and time of said sale. The proceeds of such sale shall be applied first to the expense of seizure and sale, including a reasonable attorney's fee, second to the payment of the debt, and if there be any balance, then to the maker hereof.

Witness my/our hand(s) and seal, this the 24 day of April, 1970

Attest

Cenice Smith

George E. Summerlin (L.S.)

(L.S.)

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of Payment or any renewal of this note, mortgage, and waive demand, protest, and non payment thereof.

Witness my hand

and

Witness my hand

Bal	161.26
Sept 14, 1971	12.00
paid	149.26

For Value received, we hereby sell, assign and transfer into Ballard Furniture Salvage our interest in the foregoing instrument without recourse.

Dated this 14th day of May, 1971

FIRST NATIONAL BANK OF BAY MINETTE

By W. A. Kelly
W. A. KELLY, PRESIDENT

Witness my hand

CASE NO. 9993

J. E. BALLARD

VS:

GEORGE SUMMERLIN

RT 1 Box 288 #

*Boys also
live in House trailer situated*

FILED

AUG 18 1971

JUNICE B. BLACKMON CIRCUIT
CLERK

Wilters, & Brantley

AUG 19 1971

JAY WILKINS
SHERIFF

Received 14 day of Aug 19 71
and on 21 day of Aug 19 71
I served a copy of the within Doc
on George Summerlin

By service on _____

TAYLOR WILKINS, Sheriff

By H. Summerlin

D. S.

28 mi RT

Heckard

Sheriff claims 2.8 miles at
Ten Cents per mile Total \$ 2.80
TAYLOR WILKINS, Sheriff
by _____
DEPUTY SHERIFF

STATE OF ALABAMA, BALDWIN COUNTY

Prin.

155.00

Subscribed

6-20

s. 161.20

Ins.-Rec. Fee

POST OFFICE

Daphne Alabama

BAY MINETTE, ALABAMA

April 24, 1970

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bama, or order, at their main banking house in Bay Minette, Alabama,

One Hundred Fifty One Dollars and 20/100 DOLLARS.

for value received, with interest thereon at the rate of percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid.

In the event of death, insolvency, assignment by, judgment against, filing of petition in bankruptcy by or against, or issuance of writ of garnishment or attachment against the property of the undersigned, or on the happening of any one or more of the above events, the payee may, at its option, declare the amount of indebtedness immediately due and payable, and proceed to collect the same in any lawful manner. No delay shall waive the right to make the same.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, severally waive as to this debt, or any extension or renewal thereof, all rights of exemption under the Constitution of the State of Alabama, and under all laws thereof, and as to any other state where proceedings may be instituted, as to personal property, and they severally agree to pay all costs of collecting the same, including a reasonable attorney's fee, whether by suit or by foreclosure. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, and severally agree that time of payment may be extended, or renewal note taken, or other indulgence granted, without notice or consent to such action, and without release of liability.

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total \$161.20

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Witness my/our hand(s) and seal, this the 24 day of April

1970

Attest:

Cleric Smith

George E. Sumner

(L. S.)

(L. S.)

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of Payment or any renewal of this note, mortgage, and waive demand, protest and non payment thereof.

	Bal	161.20
Sept 14, 1970	pmt	12.00
Bal.		149.20

For Value received, we hereby sell, assign and transfer unto Ballard Furniture Salvage our interest in the foregoing instrument without recourse.

Dated this 10th day of May, 1971

FIRST NATIONAL BANK OF BAY MINETTE

BY

W. M. Kelly
W. M. KELLY, PRESIDENT