

SEARS, ROEBUCK AND COMPANY
A Corporation

Plaintiff

VS.

GARY L. TEDDER

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10047

ANSWER

Comes now the Defendant in the above styled cause
and files this his answer to the Plaintiffs Bill of Complaint:

1.

The Defendant avers that the allegations of the Com-
plaint are untrue.

WILTERS, BRANTLEY & NESBIT

BY:

[Signature]
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 4 day of October,
1971, served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By:

EUNICE B. BLACKMON CIRCUIT
CLERK

FILED

OCT 4 1971

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Frank Geiger 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 30th day of September, 1971.

Defendant may be served:

P. O. Box 382
Loxley, Alabama 36551

Unice B. Blackmon
Clerk

BALDWIN COUNTY BANK,
A Corporation,

Plaintiff,

Vs.

FRANK GEIGER,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER:

10,048

The Plaintiff claims of the Defendant the sum of TWO HUNDRED THIRTY-THREE AND 60/100 (\$233.60) DOLLARS, as balance due on a promissory note for \$284.54 made by him on the 20th day of April, 1971 and payable on the 15th day of July, 1971 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

SEP 30 1971

UNICE B. BLACKMON
CIRCUIT CLERK

Received 30 day of Sept. 1971
and on 12 day of Oct 1971
I served a copy of the within etc
on Frank Geiger

By service on _____

TAYLOR WILKINS, Sheriff

cc: By H. H. Brown D.S.
60 R. T. Elnore

Sheriff claims 60 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY Brown

BY EMORY SHERIFF TO COURT

FILED
SEP 30 1971
EUNICE B. BLACKMON CIRCUIT CLERK

SEP 30 1971
TAYLOR WILKINS
SHERIFF

W. Hayes

Baldwin County Bank

vs.
Frank Geiger
Elnore

10,048

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

September 29, 1971

10,048
TELEPHONE 937-5506

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

Dear Eunice:

Please file the enclosed suit for Baldwin
County Bank and have it served on Defendant, Frank
Geiger.

With kind regards, I am

Yours very truly,

Wilson Hayes
Wilson Hayes

mm
Enc.

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. Frank Geiger, #10,048

Dear Eunice:

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

Principle	\$233.60
Interest	6.20
Attorney's fee	<u>45.00</u> (20%)
Total	\$284.80

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm
Enc.

284.54

233.60

BAY MINETTE, ALA.

April 20, 1971

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

("Bank") for order, the sum of Two Hundred Eighty-four and 54/100 Dollars,

payable in 6 installments of \$ 50.00 each, except the final installment which shall be \$ 34.64;

the first installment shall be due on May 15, 19 71, after date hereof, and one of such remaining install-

ments shall be due on the 15th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have

been 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 of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon 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 endorsers 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 said 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, hereby grant, bargain, sell and convey to Bank a security interest in the following property, to-wit:

Salary Assignment from Standard Furniture.

Debtor agrees to maintain said collateral in good condition, ordinary wear and tear expected, and to insure the same against loss or damage by fire, theft and all expected risks to which the same may be exposed or which Bank may designate, in a reliable 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 Debtor fail to procure 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 to 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, along 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 agreement. In the event of default, Bank may exercise its rights of enforcement under the Uniform Commercial Code of Alabama as now or hereafter in effect, and in conjunction with, addition to or substitution for those rights at Bank's discretion may enter upon Debtor's premises 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 prior 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 liability or liabilities of the undersigned to Bank 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 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 in Bank belonging 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 financing statement covering the collateral or its proceeds is on file in any public office; that except 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 advise Bank in writing of any change in the Debtor's residence or business address, and in the case where the collateral is used for business 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 or neuter as occasion may require. "Secured Party" and "Debtor" as used in this instrument includes the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

FRANK GEIGER

W. G. Box 204

Boxley, Alabama 36501

21604 -

(Debtor's Residence)

Frank Geiger
(Debtor's Signature)

(Debtor's Signature)

Geiger