

SUMMONS AND COMPLAINT

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CASE NUMBER: _____
TERM, 1970

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Wm. Campbell to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the circuit court of Baldwin County, State of Alabama, at Bay Minette, against Wm Campbell Defendant, by H. Kennedy, Plaintiff.

WITNESS my hand this 17 day of Nov., 1970.

Eunice B. Blackmon ~~REGISTER~~ **CLERK**

H. KENNEDY,	1	IN THE CIRCUIT COURT OF
PLAINTIFF,	1	BALDWIN COUNTY, ALABAMA
-VS-	1	AT LAW
Wm Campbell,	1	CASE NUMBER: <u>10,119</u>
Defendant,	1	

COUNT ONE

THE Plaintiff claims of the Defendant, William Campbell, a/k/a Wm. Campbell, Eight Hundred Thirty-Four and No/100 (\$834.00) Dollars, due by promissory note made by him on the 17th day of January, 1967, which demand has been made, together with interest at 8% per annum, together with a reasonable attorney's fee, of \$125.00. A copy of THE original of the note above referred to is filed herewith.

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

FILED

NOV 17 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

CASE NUMBER: _____

DEFENDANT'S ADDRESS:

* * * * *

H. KENNEDY,

PLAINTIFF,

-Vs-

WM. CAMPBELL,

DEFENDANT,

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

ATTORNEY FOR PLAINTIFF,

KENNETH COOPER

* * * * *

Wm. Campbell
Robertsdale, Alabama
*first brick house
on left on Hwy 59
south of Oliver
tractor company.*

834.00

JANUARY 17 1967

ON JULY 1ST 1967

date date, without grace, T

promise to pay to the order of

H. KENNEDY

EIGHT HUNDRED THIRTY FOUR + 100

DOLLARS

for value received.

PAYABLE AT 8% INTEREST

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

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, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or 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 hereinafter 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 its value; 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 other debt 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.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, 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 suits 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, and they agree that time of payment may be extended without notice to them of such extension. 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 of them.

ATTEST:

Wm C. Ashbell

Defendant's Address:

Robertsdale, Alabama

first brick house on the
left on Highway 59 South
of Oliver Tractor Co.

Received 18 day of Nov. 1971
and on 27 day of Nov 1971
I served a copy of the within HC
on Wm. Campbell

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

By service on

BY

Brown
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff

By A. J. Brown D. S.

50 mi R.T.
R-Dale

CASE NO. 16,119

H. KENNEDY,

Plaintiff

-VS-

WILLIAM CAMPBELL

Defendant

IN THE DISTRICT COURT OF

FILED

BALDWIN COUNTY, ALABAMA

NOV 1 1971

EUNICE B. BUNCH, Clerk

ATTORNEY FOR PLAINTIFF

KENNETH COOPER
Post Office Box 1000
Bay Minette, Alabama 36507

NOV 18 1971

TAYLOR WILKINS
SHERIFF