

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon George Rabon 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 Bay Minette Building Supply Co. Inc., a Corporation.

Witness my hand this 18 day of November, 1971.

Defendant may be served:

Star Route
Bay Minette, Alabama 36507

Eunice B. Blackmon
Clerk

BAY MINETTE BUILDING SUPPLY CO., INC., A Corporation, IN THE CIRCUIT COURT OF

Plaintiff, BALDWIN COUNTY, ALABAMA

Vs. AT LAW

GEORGE RABON,

Defendant. NUMBER: 10,124

The Plaintiff claims of the Defendant the sum of TWO THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 40/100 (\$2,858.40) DOLLARS on a note made by him on the 12th day of March, 1971 and payable on the 15th day of April, 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

NOV 18 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Received 14 day of Nov. 1971
and on 29 day of Nov 1971
I served a copy of the within 8 &c
on George Rabon

By service on _____

TAYLOR WILKINS, Sheriff
By W. C. Blackmon
3 miles east of Bly

10, 12 4

Bay Minette Building
Supply

vs.
George Rabon

Sheriff claims 6 miles
Item Cente per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY Blackmon
DEPUTY SHERIFF

FILED

NOV 18 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

NOV 18 1971

TAYLOR WILKINS
SHERIFF

W. Hayes, Atty

20603

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

November 17, 1971

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

10,124

Dear Mrs. Blackmon:

Please file the enclosed suit for Bay Minette
Building Supply Co., Inc. and have it served on George
Rabon.

With kind regards, I am

Yours very truly,


Wilson Hayes

mm
Enc.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

February 28, 1972

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

Re: Bay Minette Building Supply
Vs. George Rabon
Case #10,124

Dear Eunice:

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

Principle	\$2,858.40	
Interest	149.20	
Attorney's fee	<u>600.00</u>	(20%)
Total	\$3,607.60	

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm

INSTALLMENT NOTE

STATE OF ALABAMA

BALDWIN COUNTY

Address:

Star Rt.
Bay Minette, Ala.

DEPOSIT

Prin. 2406.35

Int. 394.05 \$ 2858.40

Ins. & Rec. 58.00

Bay Minette, Alabama

March 12, 1971

For value received, I/we promise to pay to the FIRST NATIONAL BANK OF BAY MINETTE, Bay Minette, Alabama, or order, at their main banking house in Bay Minette, Alabama, Two thousand eight hundred fifty-eight ^{40/100} DOLLARS, in 24 installments of \$ 119.10 each, and installments of \$, the first installment due 4-15-71, after date hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 24 installments, with interest on each installment from maturity at 8% per annum.

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.

This note is secured by a certain security agreement of NONE executed by the undersigned and by the First National Bank of Bay Minette:

WITNESS my/our hand and seal this the 12th day of March, 1971.

BAY MINETTE BUILDING SUPPLY CO. INC. BY: E. P. Bell, Pres.
H. D. Corbett, Sec.

WITNESSES:

GU:lj

George Rabon (L.S.)
D/B/ A/ QUALITY ROOFING & SALES (L.S.)

(L.S.)

(L.S.)

73671
BUSINESS LOAN - NOT SUBJECT
TO REGULATION "Z"

MR. GEORGE RABON INSURED PEIDMONT
PRINTING BY WALLER BROS.

01-03798-01

every holder of this note agrees to the provisions printed or otherwise appearing on the face of this note and to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee for all services rendered in any way in collecting or securing or attempting to collect or secure the same, whether by suit or otherwise. Each and every endorser of this note hereby waives demand, presentment, protest, notice of dishonor and suit of, to or against any party hereto and all other requirements necessary, except for this waiver, to charge or hold him liable as endorser and, as to the debt evidenced by this note or any renewal or extension thereof, also waives all right of exemption of property from levy or sale under execution or other proceeds for the collection of debts under the Constitution or laws of the State of Alabama or any other state of the United States.

BAY MINETTE BUILDING SUPPLY CO., INC.

E. P. Bell (L.S.)

BY: E. P. BELL, PRES.

H. D. Corbett (L.S.)

BY: H. D. CORBETT, SEC.