

STATE OF ALABAMA Ø IN THE CIRCUIT COURT OF
COUNTY OF BALDWIN Ø BALDWIN COUNTY - AT LAW
TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON LARRY D. CAWYER, TO
APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE DATE
HEREOF OF THIS SERVICE, TO THE BILL OF COMPLAINT FILED AGAINST HIM
IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE BY
PHILIP F. STENZEL AND JOAN STENZEL MURPHY.

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE LAW
DIRECTS.

WITNESS MY HAND THIS 13 DAY OF March, 1972.

Eunice B. Blackmon
CLERK

PHILIP F. STENZEL AND
JOAN STENZEL MURPHY

PLAINTIFFS

VS.

LARRY D. CAWYER

DEFENDANT

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO: 10,288

COUNT ONE:

PLAINTIFFS CLAIM OF DEFENDANT THE SUM OF FOUR THOUSAND
(\$4,000.00) DOLLARS, DUE BY PROMISSORY NOTE MADE BY HIM ON, HERETO-
FORE, TO-WIT, OCTOBER 28, 1971, WHICH SUM OF MONEY, WITH INTEREST
THEREON FROM TO-WIT, OCTOBER 28, 1971 IS DUE AND UNPAID; AND PLAIN-
TIFFS AVER THAT IN AND BY THE TERMS OF SAID NOTE, THE DEFENDANT
WAIVED ALL RIGHTS OF EXEMPTION UNDER THE LAWS OF THE STATE OF ALA-
BAMA, AND PLAINTIFFS CLAIM THE BENEFIT OF SAID WAIVER; PLAINTIFFS
CLAIM THE ADDITIONAL SUM OF SIX HUNDRED (\$600.00) DOLLARS, AS A
REASONABLE SUM AS ATTORNEY FEES FOR BRINGING THIS SUIT FOR THAT
THE DEFENDANT IN AND BY THE TERMS OF SAID NOTE AGREED TO PAY A REA-
SONABLE ATTORNEY FEE, AND PLAINTIFFS AVER THAT SAID AMOUNT IS A
REASONABLE ATTORNEY FEE FOR THE BRINGING AND PROSECUTING OF THIS

SUIT.

BAILEY & TAYLOR

BY:

Robert E. Taylor
ATTORNEY FOR THE PLAINTIFFS

FILED

MAR 13 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

(F)

CASE NO: 10, 288.
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

PHILIP F. STENZEL AND
JOAN STENZEL MURPHY

PLAINTIFFS

Vs.

LARRY D. CAWYER

DEFENDANT

TO ANY SHERIFF OF THE STATE
OF ALABAMA:

DEFENDANT MAY BE SERVED AT:

FAIRHOPE POLICE DEPARTMENT
FAIRHOPE, ALABAMA

FILED

MAR 13 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

MAR 13 1972

CLERK

Special clerk
20
Ten Cents per mile for Sheriff
JAYSON WALKINS, Sheriff
BY *[Signature]*
JAYSON WALKINS, Sheriff

Received *March 13* day of *Mar* 1972
I served a copy of this writ on *Larry D. Cawyer*
on *March 13* day of *Mar* 1972
By service on *Larry D. Cawyer*
TAYLOR, ALABAMA
BY *[Signature]*

Fairhope, Ala., OCTOBER 28 1971

(SEE SCHEDULE ON REVERSE HEREOF)

AFTER DATE, WITHOUT GRACE, I (WE) PROMISE TO PAY TO
THE ORDER OF ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ PHILIP F. STENZEL \$ 4,000.00
-FOUR THOUSAND AND NO/100 & JOAN STENZEL MURPHY DOLLARS

WITH INTEREST AT THE RATE OF 8 % PER ANNUM TO MATURITY.

FOR VALUE RECEIVED, PAYABLE AT FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to the debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, 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 suit 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 one of them.

In the event of default in the payment of any installment of principal or interest or of the death, insolvency of, general assignment by, judgment against, filing of any proceeding under the Bankruptcy Act by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successors and assigns shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity, and thereafter in any event, interest at the rate of eight per cent, per annum until paid. It is also agreed by the undersigned to pay a late charge on each installment more than ten days in arrears.

Larry D. Cawyer (Seal)
LARRY D. CAWYER

ATTEST..... (Seal)

The undersigned endorses, each for himself, hereby severally agrees to the terms of this note, agrees to pay this note and waives as to this debt all right of exemption under the Constitution and laws of Alabama, of any other State, 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 suit or otherwise, and the said endorses severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself agrees that if this note does not bear interest on its face to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.

.....(SEAL)

.....(SEAL)

.....(SEAL)

THE PRINCIPAL SUM OF \$4,000.00 SHALL BE PAYABLE IN MONTHLY INSTALLMENTS OF NOT LESS THAN THIRTY DOLLARS (\$30.00) EACH, INCLUDING INTEREST THEREON AT THE RATE OF EIGHT PERCENT (8%) PER ANNUM. EACH OF SAID INSTALLMENTS SHALL APPLY FIRST TO THE INTEREST THEN DUE AND THE BALANCE, IF ANY, SHALL APPLY ON THE PRINCIPAL SUM REMAINING DUE FROM TIME TO TIME. PROVIDED, HOWEVER, AT THE END OF ONE (1) YEAR FROM THE DATE HEREOF, SAID MONTHLY INSTALLMENTS SHALL INCREASE TO AN AMOUNT TO BE AGREED BETWEEN THE PARTIES.

DATED THIS THE 29TH, DAY OF OCTOBER, 1971.

John H. Cawyer (SEAL)
LARRY D. CAWYER