

STATE OF ALABAMA
Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, Wilson Hayes, a Notary Public in and for said County,
personally appeared Frank Hunt who being by me
duly sworn deposes and says that the property sued for in the complaint of
Baldwin County Bank, a Corporation filed in said Court, to-wit:
One 1968 Plymouth Satellite 2 door hardtop, Serial No.
RP23-G143305

belongs to Baldwin County Bank, a Corporation, the plaintiff.

Sworn to and subscribed before me this 14
day of September, 19 72

Wilson Hayes, Notary Public

Frank Hunt

STATE OF ALABAMA
Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we,
Baldwin County Bank, a Corporation, Principal, and
Frank Hunt, Surities, are held and
firmly bound unto Joseph E. Hadley & Patsy S. Hadley, his heirs, executors and admin-
istrators in the sum of Fifty (\$50) Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the day of September, 19 72

The condition of the above obligation is such that whereas, the above bound
Baldwin County Bank, a Corporation has on the day of
September, 19 72 sued out a writ of detinue in the Circuit Court of
Baldwin County, Alabama for the recovery of the following
described property, to-wit:

One 1968 Plymouth Satellite 2 door hardtop, Serial No.
RP23-G143305

Now if the said Baldwin County Bank, a Corporation shall fail in said suit
and shall pay to the said Joseph E. Hadley & Patsy S. Hadley, the defendant in
said suit, all such costs and damages he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

BALDWIN COUNTY BANK

Taken and approved this 26 day of
September, 19 72

By: Frank Hunt (SEAL)

Frank Hunt (SEAL)

Frank Hunt (SEAL)

FILED

Clerk, Circuit Court

SEP 26 1972

NICE B. BLACKMON CIRCUIT CLERK

BALDWIN COUNTY BANK,
a corporation

PLAINTIFF


vs

JOSEPH E. HADLEY and
PATSY S. HADLEY

Defendant

* IN THE CIRCUIT COURT OF
* BALDWIN COUNTY, ALABAMA
* AT LAW
* CASE NO. 10,620
*
*

Comes C. LeNoir Thompson, Attorney for the Defendants
in the above styled cause and withdraws as attorney for
said defendants.


ATTORNEY FOR DEFENDANTS

I hereby certify that I have this the 27th day of
February, 1973 served a copy of the foregoing on Honorable
Wilson Hayes, Attorney at Law, Bay Minette, Alabama, Attorney
for Plaintiff, by depositing a copy of same in the United
States Mail postage prepaid.


ATTORNEY FOR DEFENDANTS

FILED

FEB 27 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

BALDWIN COUNTY BANK,
a corporation

PLAINTIFF


VS

JOSEPH E. HADLEY and
PATSY S. HADLEY

DEFENDANTS

* IN THE CIRCUIT COURT OF
* BALDWIN COUNTY, ALABAMA
* AT LAW
* CASE NO. 10,620
*
*

Come Joseph E. Hadley and Patsy S. Hadley, defendants
in the above styled cause and respectfully move the plaintiff
be required to choose between detinue for the property and
the complaint filed on a promissory note.


ATTORNEY FOR DEFENDANTS

I hereby certify that I have this the 25th day of
October, 1972 served a copy of the foregoing on Honorable
Wilson Hayes, Attorney at Law, Bay Minette, Alabama, Attorney
for Plaintiff, by depositing a copy of same in the United
States Mail postage prepaid.


ATTORNEY FOR DEFENDANTS

FILED

OCT 25 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

April 12, 1973

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

Re: Baldwin County Bank vs.
Hadley, Case #10,620

Dear Mrs. Blackmon:

Please submit this to Judge Mashburn for a
judgment on the promissory note.

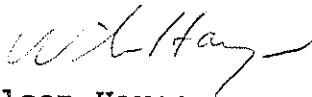
The judgment should be for:

Principal	\$1,070
Interest	73
Attorney's fee	<u>150</u>
Total	\$1,293

Enclosed is a copy of the note for the file.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm
Enc.

Detention

all values
2100

947.39 - 6-10-72

\$ 1,019.64 BAY MINETTE, ALA. April 11, 1972

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

("Bank") or order, the sum of One Thousand Nineteen and 64/100 Dollars,

payable in 12 installments of \$ 84.97 each, except the final installment which shall be \$ 84.97

the first installment shall be due on May 10, 1972, after date hereof, and one of such remaining install-

ments shall be due on the 10th 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 endorers 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, we hereby grant, bargain, sell and convey to Bank a security interest in the following property, to-wit:

One 1968 Plymouth Satellite 2 door hardtop, Serial No. RP23-G143305

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 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 not 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 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.

Joseph H. Hadley
Route 2 Box 99
Bay Minette, Alabama 36507
11602 -
(Debtor's Residence)

(PATSY S. HADLEY)

TESTIMONY - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS INSTRUMENT BEFORE YOU SIGN IT.

(Debtor's Signature)

(Debtor's Signature)

NOTICE OF DETINUE

Baldwin County Bank, a Corp.

IN THE CIRCUIT COURT OF

Plaintiff

vs:

BALDWIN COUNTY, ALABAMA

Joseph E. Hadley and Patsy S.
Hadley

Defendant

AT LAW


TO: JOSEPH E. HADLEY AND PATSY
S. HADLEY

You will take notice that an action at law styled _____
Baldwin County Bank, a Corp. vs: Joseph E. Hadley and
Patsy S. Hadley, and being assigned Case No. 10,620
has been brought against you in the Circuit Court of Baldwin County, Alabama,
at law, on the 26 day of September, 1972, seeking to recover the
personal property described therein.

The Plaintiff has executed a detinue bond in the sum, with such surety
and on such conditions as have been approved by the Clerk of this Court and has
executed an affidavit that the property sued for belongs to the Plaintiff.

NOW, THEREFORE, the Plaintiff having complied with the requirements of
Code of Alabama, Title 7, Section 918, et seq., you are hereby offered an
opportunity to appear before the Circuit Court of Baldwin County, Alabama,
October 6 1972, at 9:30 o'clock A. M.,
and show cause why the Sheriff of this County should not be required to take
the property described in the complaint into his possession, all as provided
for in the Code of Alabama, Title 7, Section 918. In the event you do not wish
to appear and be heard in this cause, the Plaintiff will proceed with its action
consistent with the Laws of this State.

It is further ordered by the Court that the Sheriff of this County shall
forthwith serve a copy of this order on Joseph E. Hadley and Patsy S. Hadley
and after serving them, show by endorsement hereon that he has done so and by
what manner.


Eunice B. Blackmon, Circuit Clerk
Baldwin County, Alabama

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

No. 10,620

19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon

Joseph E. Hadley and Patsy S. Hadley

Route 2, Box 99

Bay Minette, Alabama 36507

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

Baldwin County Bank, a Corporation

Witness my hand this 26 day of September 1972.

Eunice B. Blackmon Clerk
Eunice Blackmon

COMPLAINT

BALDWIN COUNTY BANK, JOSEPH E. HADLEY and
a corporation Plaintiff... Versus PATSY S. HADLEY Defendant.S.

The plaintiff... claims of the defendant the following personal property, to-wit:

One 1968 Plymouth Satellite 2 door hardtop, Serial No.

RP23-G143305

Alternate value - \$1,100.00

with the value of the hire or use thereof during the detention, to-wit:

from June 10 1972, to September 7, 1972.

II

The Plaintiff claims of the Defendants the sum of Eleven Hundred Dollars (\$1,100.00), as balance due on a promissory note for \$1,019.64 made by them on the 11th day of April, 1972 and payable June 10, 1972 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit. Plaintiff's Attorney

FILED

SEP 26 1972

Wilson Hayes
Wilson Hayes, Plaintiff's Attorney

EUNICE B. BLACKMON CIRCUIT CLERK

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

BALDWIN COUNTY BANK

a Corporation

Plaintiff....

VS.

JOSEPH E. HADLEY and

PATSY S. HADLEY

Defendant....

Detinue Summons and Complaint

FILED

Filed 19.....

SEP 26 1972

Clerk

RECEIVED
JUNICE B. JACKSON CIRCUIT CLERK

SEP 26 1972

TAYLOR WILKINS
SHERIFF

Wilson Hayes

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Clerk

Defendant lives at

RECEIVED
Received in Office

SEP 26 1972

19.....

TAYLOR WILKINS

Sheriff

SHERIFF

I have executed this summons

this Sept 29 1972

by leaving a copy with

Joseph E. Hadley
Patsy Hadley

Sheriff claims 52

Ten Cents per mile Total 5.20

TAYLOR WILKINS Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff
W. A. Albert Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Dejos

RECEIVED

SEP 26 1972

JUNICE B. JACKSON CIRCUIT CLERK