

COMMERCIAL NOTE

STATE OF ALABAMA

CC# 8544

Prin. 1,500.00

BALDWIN COUNTY

Int. 40.27 \$ 1,550.27

Address: Route 1, Box G
Daphne, Alabama

Ins. & Rec. 10.00 -0-

Bay Minette, Alabama

March 2, 1971

On or before July 2, 1971

to the FIRST NATIONAL BANK OF BAY MINETTE, Bay Minette, Alabama, or order, at their main bank
ing house in Bay Minette, Alabama

ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 27/100 - - - - - DOLLARS

for value received, with interest thereon at the rate of _____ percent per annum until maturity. Should
this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of
8% per annum until paid.

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 in-
stituted, 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 End. James V. Grimes executed
by the undersigned and by the First National Bank of Bay Minette.

WITNESS my/our hand and seal this the 2 day of March
19 71

WITNESSES:

JWY/j

EMP: Universal

LOXLEY BRANCH

D.V. Williams (L.S.)

D.V. WILLIAMS

54

INSURED BANKER'S (L.S.)

(L.S.)

(L.S.)

LOXLEY BRANCH

Renewed 7-30-71 In to James V. Grimes
Name for 90 Days

ENDORSER COPY

This customer has received two notices of the note described below and it is still past due. We will appreciate your assistance in collecting this past due account.

FIRST NATIONAL BANK
BAY MINETTE, ALABAMA

DATE OF NOTE	NOTE NO.	COLLATERAL OR ENDORSER	DUE DATE	TOTAL DUE
3-2-71	73380	End. Jas. V. Grimes LOXLEY BRANCH	7-2-71	1550.27;

PRINCIPAL

1550.27

INTEREST

9.65

1559.92

D. V. Williams
Rt. 1, Box G
Daphne, Alabama 36526

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon D. V. Williams 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 James V. Grimes.

WITNESS my hand this 17th day of Oct, 1972.

Eunice B. Blackmon
Clerk

JAMES V. GRIMES,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW
D. V. WILLIAMS,)	CASE NO. <u>10,662</u>
Defendant.)	

I.

The Plaintiff claims of the Defendant ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), together with interest thereon at the rate of eight per cent (8%) per annum due on a promissory note made by the Defendant to the First National Bank of Bay Minette, Alabama, dated the 2nd day of March, 1971. This note was endorsed by the Plaintiff and the note was not paid at maturity by the Defendant and the Plaintiff became obligated and did pay said note in full; hence this suit.

II.

The Plaintiff claims of the Defendant the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) due from him for money paid by the Plaintiff for the Defendant on, to-wit: the 2nd day of July, 1971, at his request, which sum of money, with interest thereon is still unpaid.

WILTERS & BRANTLEY

BY: S. O. Brantley
Attorneys for Plaintiff

The Defendant may be served at
Rt. 1, Box G, Daphne, Alabama

OCT 17 1972

EUNICE B. BLACKMON CIRCUIT CLERK

CASE # 10,662

JAMES V. GRIMES,

VS:

D. V. WILLIAMS

FILED

OCT 17 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

RECEIVED

OCT 18 1972

TAYLOR WILKINS
SHERIFF

Tolbert M. Brantley

18 Oct. 72

23 day of Oct. 72

I served a copy of the within on
D. V. Williams

By service on D. V. Williams

TAYLOR WILKINS Sheriff
D. V. Williams

Sheriff claims 70 miles at

Ten Cents per mile Total \$7.00

TAYLOR WILKINS, Sheriff

BY Deputy Sheriff