····... Alabama. And hereby waive all with 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, attorney's fees, or otherwise, that may accrue in the collection of this debt and makers, sureties, and endorsers hereby severally waive presentment, protest and notice of protest, and dishonor, and all else necessary to hold them hereunder, and consent

And to secure the above note and any other amounts either of us now, or hereafter may owe to the payee or holder hereof, at or before the payment of this note, I or we hereby grant, bargain, sell and convey to the said payee, his or its successors or assigns, the following property cotton, corn, cane, peanuts, potatoes, etc., grown by us or under our direction, during the year 19.5.4, on land in. Occil

County, Alabama, or elsewhere, including all rents or advances due or to become due for the said year in . It all the said the said payee or holder is hereby authorized and empowered to buy, take up, or have assigned to it any mortgage or other lien that I or we may have executed to or owe to any other person, firm or corporation on any property, and this debt together with all other debts and soligations that I or we owe or may hereinafter owe to the said payee or holder under this instrument or otherwise shall be also secured by the mortgage, transferred to the said payee or holder as fully as if originally executed to it. Also grant, bargain and convey to the said payee, his or its

> Filed 8-30-54 Recorded Mas the following Fri Hego Tax

PAGE

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of the said payee or holder, then the entire debts secured herein become due and payable to said payee or holder, and it may seize, take possession of and sell any or all of said property at public outcry, or private sale, for cash to the highest bidder at. after advertising the same for three days by posting one written notice at the front of the Court Horse in. Bay. Munch and in case of sale under this contract the said payee or holder is hereby authorized to bid for and become the purchaser of said property. I or we do hereby declare that all of the above property is free from all lien

ATTACHMENT BOND

THE STATE OF ALABAMA,) BADWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That we, H. M. HAMBURG & SONS, INC., and H. M. HAMBURG, AMBROSE HAMBURG and JULIUS HAMBURG, are held and firmly bound unto J. A. RIEBELING, in the sum of SIX THOUSAND EIGHT HUNDRED THIRTY TWO & 56/100 DOLLARS (\$6,832.56), to be paid to the said J. A. RIEBELING, his heirs, executors, administrators and assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each or our heirs, executors, and administrators, jointly and severally and firmly by these presents. Sealed with our seals, and dated this the 15th day of November, 1954.

The condition of the above obligation is such, that, whereas, the above bound H. M. HAMBURG & SONS, INC. has on the date hereof, prayed an attachment at the suit of H. M. HAMBURG & SONS, INC. against the estate of the above named J. A. RIEBELING for the sum of THREE THOUSAND FOUR HUNDRED SIXTEEN & 28/100 DOLLARS (\$3,416.28) and has obtained the same, returnable to the present term of the Circuit Court of Baldwin County.

Now if the said plaintiff shall prosecute its attachment to effect, and pay the defendant all such costs and damages as he may sustain by reason of the wrongful or vexatious suing out of such attachment, then this obligation to be void, otherwise to remain in full force and effect.

H. M. HAMBURG & SONS, INC.

COM L GREAT WAS

(SEAL) Ambrose Hamburg

Julius Hamburg

Approved this the 15 day of November, 1954.

SUMMONS

THE STATE OF ALABAMA,)

800x 006 PAGE 235

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF MABAMA, GREETING:

You are hereby commanded to summon J. A. RIEBELING, 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 J. A. RIEBELING, by H. M. HAMBURG & SONS, INC.

Witness my hand this the 15 day of November, 1954.

Luce & Wuck

COMPLAINT

H. M. HAMBURG & SONS, INC.,

PLAINTIFF

IN THE CIRCUIT COURT OF

VS:

BALDWIN COUNTY, ALABAMA

J. A. RIEBELING,

AT LAW

DEFENDANT

The plaintiff claims of the defendant the sum of THREE THOUSAND FOUR HUNDRED SIXTEEN & 28/100 DOLLARS (\$3,416.28), due by promissory note made by him on the 20th day of August, 1954, and due and payable on the 15th day of November, 1954, together with interest thereon at the rate of 6% per annum.

Said note also provides for a reasonable attorney's fee and waives all right of exemption under the Constitution and laws of the State of Alabama as to personal property. The plaintiff alleges that a reasonable attorney's fee is \$560.00.

There is attached to the original hereof and made a part of this suit, an affidavit of an officer of the corporation showing the amount due on this note as of the 15th day of November, 1954.

Attorney for Plaintiff

The defendant resides south of Foley, Alabama, and south of John G. Evans Flower Shed.

FILED 11-15-54

ALICE L CHEM. CHAR

WRIT OF ATTACHMENT

THE STATE OF ALABAMA,)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

Whereas, H. M. HAMBURG & SONS, INC., hath complained on oath to me, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County, that J. A. RIEBELING is justly indebted to H. M. HAMBURG & SONS, INC. in the sum of THREE THOUSAND FOUR HUNDRED SIXTEEN & 28/100 DOLLARS (\$3,416.28); and the said H. M. HAMBURG, President of H. M. HAMBURG & SONS, INC., the plaintiff having made affidavit and given bond as required by law in such cases:

You are hereby commanded to attach so much of the estate of the said J. A. RIEBELING as will be of value to satisfy the said debt and costs, according to the complaint; and such estate, unless replevied, so to secure that the same may be liable to further proceedings thereon, to be had at the present term of the Circuit Court of Baldwin County, Alabama, to be held at the Courthouse thereof, when and where you must make known how you have executed this writ.

Witness: Alice J. Duck, Clerk of said Court, my hand, this the /5 day of November, 1954.

duct duck

1441

H. M. HAMBURG & SONS, INC.,

. RIEBELING, DEFENDA

IN THE CIRCUIT COURT OF BALDVIN COUNTY, ALABANA

LAH

Juna-

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

AFFIDAVIT FOR ATTACHMENT

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, Forest A. Christian, a Notary Public, in and for said County and State, personally appeared H. M. HAMBURG, president of H. M. HAMBURG & SONS, INC., the plaintiff in this cause, who being duly sworn, deposes and saith:

That J. A. RIEBELING is justly indebted to the said H. M. HAMBURG & SONS, INC. in the sum of THREE THOUSAND FOUR HUNDRED SIXTEEN & 28/100 DOLLARS (\$3,416.28) which said amount is justly due, and that the said J. A. RIEBELING is about fraudulently to dispose of his property, and that this attachment is not sued out for the purpose of vexing or harassing the said defendant.

H. M. Hamburg
Affiant

Sworn to and subscribed before me, a Notary Public in and for Baldwin County, Alabama, this the 15th day of November, 1954.

Motory Public

11-15-54

aliel I. Dock, Clerk