

107 / 5th

THE STATE OF ALABAMA, CRENSHAW COUNTY \$ 352.27

FOR VALUE RECEIVED, the undersigned promises to pay to the order of LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne, Alabama, at its Banking House in Luverne, Alabama, the sum of Three hundred fifty-two and
27/100 DOLLARS

February 1954
in lawful money of the United States, in one installments on the 5th of each consecutive (month) (week) after this date, each of said payments being for \$ 352.27, except the last which shall be for \$ _____, with interest after maturity at eight per cent per annum.

On failure to make any payment as herein agreed, or if the holder of this note deems the property is in danger of misuse or confiscation or that the security is inadequate, or if the property has been removed from the county of the present residence of the undersigned without written notice and without the consent of the holder, or if the holder deems the property is about to be removed from said county without written notice to him and without his consent, this note shall, at the option of the holder, become immediately due and payable without demand or notice, for the full amount thereof. The undersigned hereby waives as to this debt or any renewal thereof all right of exemption under the Constitution and laws of Alabama or any other state as to personal property. He further agrees to pay all costs of collecting or securing or attempting to collect or secure this note if not paid as hereinabove stipulated including 10 per cent attorney's fee whether the same be collected or secured.

Now, to secure the prompt payment of the above obligation and any other obligation that the undersigned may now or hereafter owe to the said LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne, Alabama, the undersigned hereby sells, conveys and assigns to the said LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne, Alabama, the following described property, to-wit:

One 1950 Ford Custom 4-door delux 8 cylinder motor No. BOAT-152883

89

2486

to have and to hold to the said LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne Alabama, its successors and assigns, forever; and the undersigned agrees to insure said property against loss by fire, theft and collision for the amount of this note, payable to the mortgagee as its interest may appear. Upon condition, however, that if the undersigned pays the above obligation in full, then this conveyance is to be void; but if the undersigned should fail to pay this obligation when due or any installment thereof when it becomes due, or sell or otherwise dispose of said property, or fail to take out or pay for the insurance herein provided, then the whole amount of this obligation remaining unpaid at that time shall become due and payable at once at the option of the mortgagee, or its assigns, and the undersigned hereby authorizes said mortgagee, its agents or assigns, to take possession of said above described property and, after giving ten days' notice of the time and place of sale by posting a written notice at the courthouse door of Crenshaw County, to sell the same to the highest bidder for cash in front of said courthouse in Luverne, Crenshaw County, Alabama, to execute title to the purchaser and devote the proceeds of said sale to the payment, first, of expenses of recording, advertising, selling and attorney's fee; second, of the amount with interest due on this obligation, and if there be a surplus, the same to be paid to the undersigned. It is further agreed that the mortgagee or its assigns may bid at said sale the same as if a stranger to this transaction.

WITNESS the hand and seal of the undersigned this 7th day of December, 1953

WITNESS:

02609

David Gregory (L. S.)
James H. Gregory (L. S.)
Address David Gregory, RFD #1, Luverne, Ala.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

BOOK 002 PAGE 353

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon David Gregory 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 Luverne Bank and Trust Company, Incorporated, a Corporation.

WITNESS my hand on this 22 day of December, 1954.

Alice J. Buck
Clerk

LUVERNE BANK AND TRUST COMPANY
INCORPORATED, a Corporation,

Plaintiff,

VS.

DAVID GREGORY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

C O M P L A I N T

COUNT ONE

The Plaintiff claims of the Defendant the sum of \$429.25, the balance due on two promissory notes, one of which notes was originally for the amount of \$1361.48 made by the defendant on to-wit: March 18, 1953, and payable to the Plaintiff in 24 installments on the first day of each month beginning May 1, 1953, and one promissory note in the amount of \$352.27 made by the Defendant on to-wit: December 7, 1953, and payable to the Plaintiff on the 5th day of February, 1954, which notes are the property of the Plaintiff and, together with the interest thereon, is still due and unpaid.

The Plaintiff avers that in and by the terms and provisions of the said notes the Defendant waived all rights of exemption as to this debt and agrees to pay a reasonable attorney's fees for the collection of same, which attorney's fee the Plaintiff alleges to be \$65.00 and which it herewith claims.

FILED

12-22-54

ALICE J. BUCK, Clerk

James R. O.
Attorney for Plaintiff

110 — *John Gregory*

THE STATE OF ALABAMA, CRENSHAW COUNTY \$ 1361.48

FOR VALUE RECEIVED, the undersigned promises to pay to the order of LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne, Alabama, at its Banking House in Luverne, Alabama, the sum of One thousand three hundred sixty-one and 48/100 -----

----- DOLLARS
in lawful money of the United States, in 24 installments on the 1 of each consecutive (month) beginning 5/1/53 after this date, each of said payments being for \$ 56.72, except the last which shall be for \$ 56.92, with interest after maturity at eight per cent per annum.

On failure to make any payment as herein agreed, or if the holder of this note deems the property is in danger of misuse or confiscation or that the security is inadequate, or if the property has been removed from the county of the present residence of the undersigned without written notice and without the consent of the holder, or if the holder deems the property is about to be removed from said county without written notice to him and without his consent, this note shall, at the option of the holder, become immediately due and payable, without demand or notice, for the full amount thereof. The undersigned hereby waives as to this debt or any renewal thereof all right of exemption under the Constitution and laws of Alabama or any other state as to personal property. He further agrees to pay all costs of collecting or securing or attempting to collect or secure this note if not paid as hereinabove stipulated including 10 per cent attorney's fee whether the same be collected or secured.

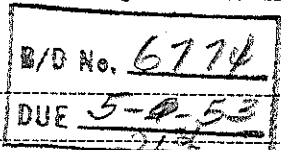
Now, to secure the prompt payment of the above obligation and any other obligation that the undersigned may now or hereafter owe to the said LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne, Alabama, the undersigned hereby sells, conveys and assigns to the said LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne, Alabama, the following described property, to-wit:

One 1950 Ford Custom 4-door delux 8 cylinder motor #BOAT-152883

to have and to hold to the said LUVERNE BANK AND TRUST COMPANY, INCORPORATED, Luverne Alabama, its successors and assigns, forever; and the undersigned agrees to insure said property against loss by fire, theft and collision for the amount of this note, payable to the mortgagee as its interest may appear. Upon condition, however, that if the undersigned pays the above obligation in full, then this conveyance is to be void; but if the undersigned should fail to pay this obligation when due or any installment thereof when it becomes due, or sell or otherwise dispose of said property, or fail to take out or pay for the insurance herein provided, then the whole amount of this obligation remaining unpaid at that time shall become due and payable at once at the option of the mortgagee, or its assigns, and the undersigned hereby authorizes said mortgagee, its agents or assigns, to take possession of said above described property and, after giving ten days' notice of the time and place of sale by posting a written notice at the courthouse door of Crenshaw County, to sell the same to the highest bidder for cash in front of said courthouse in Luverne, Crenshaw County, Alabama, to execute title to the purchaser and devote the proceeds of said sale to the payment, first, of expenses of recording, advertising, selling and attorney's fee; second, of the amount with interest due on this obligation, and if there be a surplus, the same to be paid to the undersigned. It is further agreed that the mortgagee or its assigns; may bid at said sale the same as if a stranger to this transaction.

WITNESS the hand and seal of the undersigned this 18 day of March 195 3

WITNESS:



David Gregory (L. S.)
J. Shelby Brantley (L. S.)
Address David Gregory, R-3, Brantley
Rt. 1, Luverne, Ala.

2486

COMPLAINT

Received 22 day of Dec 1954
and on 28 day of Dec 1954
I served a copy of this within Complaint
on _____

By service on David Gregory

TAYLOR WILKINS, Sheriff
By Geo. H. H. S.
Arthur R. Hild

LUVERNE BANK AND TRUST COMPANY
INCORPORATED, a Corporation,

Plaintiff,

VS.

DAVID GREGORY,

Foley, Ala.

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW
FILED
DEC 22 1954
ALICE J. DUCK, Register

JAMES R. OWEN
ATTORNEY-AT-LAW
BAY MINETTE, ALABAMA