

(2640)

Note Count one.  
Prime.

Int. 3 months.

Atty fee

$$\begin{array}{r} 565 \overline{) 77} \\ \underline{124} \phantom{00} \\ 84 \phantom{00} \end{array}$$

$$\begin{array}{r} 174 \overline{) 92} \\ \underline{124} \phantom{00} \\ 62 \phantom{00} \\ \underline{62} \phantom{00} \\ 0 \phantom{00} \end{array}$$

Count 2

Prime.

Int 2 months.

Atty fee

$$\begin{array}{r} 856 \overline{) 35} \\ \underline{118} \phantom{00} \\ 124 \phantom{00} \end{array}$$

$$\begin{array}{r} 1100 \overline{) 10} \\ \underline{856} \phantom{00} \\ 428 \phantom{00} \end{array}$$

Count 3.

Prime.

Int 2 months.

Atty fee.

$$\begin{array}{r} 750 \phantom{00} \\ 120 \phantom{00} \\ 112 \phantom{00} \end{array}$$

$$1112.94$$

$$\begin{array}{r} 982 \overline{) 50} \\ \underline{2857} \phantom{00} \end{array}$$

Lot.

$$\begin{array}{r} 2857.52 \\ \underline{7.50} \phantom{00} \\ 375 \phantom{00} \\ \underline{2868.77} \phantom{00} \end{array}$$

$$\begin{array}{r} 77678 \\ 111294 \\ 286877 \\ \hline 3758.49 \end{array}$$

# THE STATE OF ALABAMA, BALDWIN COUNTY

Elberta, Ala., Nov. 10th. 1950

194

\$ 3175.00

In installments as provided below

On the day of 194, for value received, I, or we, promise to pay to State Bank of Elberta

or order. \*\*\*\*Thirty one hundred seventy five\*\*\*\*\*

DOLLARS

at its office in Elberta, Ala. I or we hereby waive all rights of exemption under the Constitution and Laws of the State of Alabama as to the collection of this debt; and I or we agree to pay all cost of recording this instrument, a reasonable attorney's fee and all other expenses incident to the collection of the same, incurred in any manner, whether by suit or otherwise. And to secure the above note as well as all else I or we now, or hereafter may owe to State Bank of Elberta before the full payment hereof, I or we hereby grant, bargain, sell and convey to said State Bank of Elberta all my or our livestock and increase, gathered crops now on hand, and household and kitchen furniture of every kind and description. The said State Bank of Elberta is hereby authorized and empowered to buy, or have assigned to it any note or 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 such debt together with all other debts and obligations that I or we now owe or may hereafter owe to the said State Bank of Elberta under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it. I or we also bargain, sell and convey to State Bank of Elberta the following personal property, to-wit:

Payable \$204.50 monthly after date hereof.

Secured by 12 items tractors, cars, trailers, and mules as per attached.

All cows and increase, all hogs and increase, and all other personal property not herein specially named, owned by me or us now, or at any time before the full payment of all debts secured by this note and mortgage; also my or our entire crops, of every kind and description, raised by me or us, or in which I or we may be interested during the years 194, 194, 194, in Baldwin County, Alabama, or elsewhere, including all rents and advances due or to become due to me or us as landlord for said years. I or we hereby declare that the said property is my or our own, and that there is no lien or encumbrance on the same. If the said State Bank of Elberta has to litigate with any other parties in any way for the recovery of any of said property, or its value, I or we agree to pay every expense incurred by reason of such litigation, including a reasonable attorney's fee. I or we agree to hold all fertilizers and supplies advanced under this mortgage, or purchased with moneys so advanced, as the property of and subject to the order of said State Bank of Elberta. In the event I or we fail to pay this note, or any debt secured hereby, when due, or should I or we sell, dispose of, remove, abandon, mistreat or injure, any of the above mentioned property, without the consent of the said State Bank of Elberta or should the said State Bank of Elberta for any reason, or no reason deem the debt, or debts, secured hereby to be insecure, then on the happening of either of said events, the said State Bank of Elberta at its option, and without notice to me or us, may declare all debts evidenced or secured hereby due and payable, and it may seize, take possession of and sell any or all of said property at public outcry, for cash, to the highest bidder, or at private sale, where said property is located or at the State Bank of Elberta building in Elberta, Alabama after posting for one day or more written notices in three public places in Elberta, Alabama, and in the event of a sale of any property under this contract, the State Bank of Elberta is hereby authorized to become the purchaser thereof.

,WITNESS my or our hand and seal, this the 10th day

ATTEST:

*[Signature]*  
P. O. *[Signature]*

*[Signature]* 1950  
*[Signature]*  
L. S.  
L. S.

830.00

THE STATE OF ALABAMA, BALDWIN COUNTY

Elberta, Ala.

June 8th. 1953

On the 8th. day of July 1953, for value received, I, or we, promise to pay to State Bank of Elberta or order. \*\*\*\*Eight hundred thirty\*\*\*\*\*

With interest from maturity at 8% per annum. DOLLARS at its office in Elberta, Ala. I or we hereby waive all rights of exemption under the Constitution and Laws of the State of Alabama as to the collection of this debt; and I or we agree to pay all cost of recording this instrument, a reasonable attorney's fee and all other expenses incident to the collection of the same, incurred in any manner, whether by suit or otherwise. And to secure the above note as well as all else I or we now, or hereafter may owe to State Bank of Elberta before the full payment hereof, I or we hereby grant, bargain, sell and convey to said State Bank of Elberta all my or our livestock and increase, gathered crops now on hand, and household and kitchen furniture of every kind and description. The said State Bank of Elberta is hereby authorized and empowered to buy, or have assigned to it any note or 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 such debt together with all other debts and obligations that I or we now owe or may hereafter owe to the said State Bank of Elberta under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it. I or we also bargain, sell and convey to State Bank of Elberta the following personal property, to-wit:  
One 1949 Ford two-ton truck, motor #98802H268363; *Shirley Jackson*

All cows and increase, all hogs and increase, and all other personal property not herein specially named, owned by me or us now, or at any time before the full payment of all debts secured by this note and mortgage; also my or our entire crops, of every kind and description, raised by me or us, or in which I or we may be interested during the years 194..., 194..., 194..., in Baldwin County, Alabama, or elsewhere, including all rents and advances due or to become due to me or us as landlord for said years. I or we hereby declare that the said property is my or our own, and that there is no lien or encumbrance on the same. If the said State Bank of Elberta has to litigate with any other parties in any way for the recovery of any of said property, or its value, I or we agree to pay every expense incurred by reason of such litigation, including a reasonable attorney's fee. I or we agree to hold all fertilizers and supplies advanced under this mortgage, or purchased with moneys so advanced, as the property of and subject to the order of said State Bank of Elberta. In the event I or we fail to pay this note, or any debt secured hereby, when due, or should I or we sell, dispose of, remove, abandon, mistreat or injure, any of the above mentioned property, without the consent of the said State Bank of Elberta or should the said State Bank of Elberta for any reason, or no reason deem the debt, or debts, secured hereby to be insecure, then on the happening of either of said events, the said State Bank of Elberta at its option, and without notice to me or us, may declare all debts evidenced or secured hereby due and payable, and it may seize, take possession of and sell any or all of said property at public outcry, for cash, to the highest bidder, or at private sale, where said property is located or at the State Bank of Elberta building in Elberta, Alabama after posting for one day or more written notices in three public places in Elberta, Alabama, and in the event of a sale of any property under this contract, the State Bank of Elberta is hereby authorized to become the purchaser thereof.

WITNESS my or our hand and seal, this the 8th day of June 1953  
ATTEST: *[Signature]* L. S.  
*[Signature]* L. S.

THE STATE OF ALABAMA, BALDWIN COUNTY

Jan. 6th. 1954

\$ 750.00

00415

Elberta, Ala.,

194

On the 6th day of April, 1954, for value received, I, or we, promise to pay to State Bank of Elberta or order. \*\*\*\*Seven hundred fifty\*\*\*\*\*

With interest from maturity at 8% per annum. DOLLARS

at its office in Elberta, Ala. I or we hereby waive all rights of exemption under the Constitution and Laws of the State of Alabama as to the collection of this debt; and I or we agree to pay all cost of recording this instrument, a reasonable attorney's fee and all other expenses incident to the collection of the same, incurred in any manner, whether by suit or otherwise. And to secure the above note as well as all else I or we now, or hereafter may owe to State Bank of Elberta before the full payment hereof, I or we hereby grant, bargain, sell and convey to said State Bank of Elberta all my or our livestock and increase, gathered crops now on hand, and household and kitchen furniture of every kind and description. The said State Bank of Elberta is hereby authorized and empowered to buy, or have assigned to it any note or 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 such debt together with all other debts and obligations that I or we now owe or may hereafter owe to the said State Bank of Elberta under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it. I or we also bargain, sell and convey to State Bank of Elberta the following personal property, to-wit:

All vehicles as shown on note dated 11/10/50 in original amount of \$3175.00 recorded Book 179 page 80.

One 1949 Ford two-ton truck, motor #98RTH 268363.

One Ford Car

All cows and increase, all hogs and increase, and all other personal property not herein specially named, owned by me or us now, or at any time before the full payment of all debts secured by this note and mortgage; also my or our entire crops, of every kind and description, raised by me or us, or in which I or we may be interested during the years 194, 194, 194, in Baldwin County, Alabama, or elsewhere, including all rents and advances due or to become due to me or us as landlord for said years. I or we hereby declare that the said property is my or our own, and that there is no lien or encumbrance on the same. If the said State Bank of Elberta has to litigate with any other parties in any way for the recovery of any of said property, or its value, I or we agree to pay every expense incurred by reason of such litigation, including a reasonable attorney's fee. I or we agree to hold all fertilizers and supplies advanced under this mortgage, or purchased with moneys so advanced, as the property of and subject to the order of said State Bank of Elberta. In the event I or we fail to pay this note, or any debt secured hereby, when due, or should I or we sell, dispose of, remove, abandon, mistreat or injure, any of the above mentioned property, without the consent of the said State Bank of Elberta or should the said State Bank of Elberta for any reason, or no reason deem the debt, or debts, secured hereby to be insecure, then on the happening of either of said events, the said State Bank of Elberta at its option, and without notice to me or us, may declare all debts evidenced or secured hereby due and payable, and it may seize, take cry, for cash, to the highest bidder, or at private sale, where said property is located or at the State Bank of Elberta building in Elberta, Alabama after posting for one day or more written notices in three public places in Elberta, Alabama, and in the event of a sale of any property under this contract, the State Bank of Elberta is hereby authorized to become the purchaser thereof.

,WITNESS my or our hand and seal, this the 6th day of January, 1954

ATTEST:

*[Signature]* I. S.  
L. S.

P. O.

STATE BANK OF ELBERTA, A  
Banking Corporation,

PLAINTIFF,

VS

STORIE SANSOM,

DEFENDANT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

I N T E R R O G A T O R I E S

Comes the Plaintiff in the above styled cause, desiring the testimony of the Defendant in this cause, and files herewith interrogatories to be propounded to the Defendant, together with affidavit, as to the materiality of the testimony:

INTERROGATORY 1

Did you execute the Note sued on in the Complaint? If not, please specify which Note you did not execute.

INTERROGATORY 2

Do you have any credits against said Notes? If so, please give the dates and amounts of these credits.

RICKARBY & RICKARBY

BY E. G. Rickarby, Jr.  
E. G. RICKARBY, JR.  
Attorney for Plaintiff

STATE OF ALABAMA,  
BALDWIN COUNTY.

Before me, the undersigned Notary Public, personally appeared E. G. RICKARBY, JR., who, being first duly sworn, deposes and says that he is the attorney for the Plaintiff in the above mentioned cause, and that the answers to the above Interrogatories, if well and truly made, will be material testimony for the Plaintiff in said cause.

E. G. Rickarby, Jr.  
AFFIANT

Subscribed and sworn to before me on this the 18 day of May, 1956.

E. C. Beckman  
Notary Public, Baldwin County, Ala.

STATE BANK OF ELBERTA, A  
Banking Corporation,  
  
PLAINTIFF,  
  
VS  
  
STORIE SANSOM,  
  
DEFENDANT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
  
AT LAW


MOTION TO COMPEL ANSWER TO INTERROGATORIES

Comes the Plaintiff in the above styled cause, and shows to the Court that interrogatories propounded by the Plaintiff to the Defendant were duly served on the Defendant on, to-wit, the 21st day of May, 1956, and have not yet been answered.

Therefore, Plaintiff moves that the Court compel the Defendant to answer same, or impose proper penalties on him for failing to do so, namely, give judgment to the Plaintiff by default.

RICKARBY & RICKARBY

BY

  
E. G. RICKARBY, JR.  
Attorney for the Plaintiff

STATE BANK OF ELBERTA, a  
banking corporation,

Plaintiff,

VS.

STORIE SANSOM,

Defendant.

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW


PLEA

Now comes the Defendant in the above styled cause and  
for plea to the Complaint heretofore filed in said cause and to  
each count thereof says:

1. The allegations of the said count are untrue.

  
Attorney for Defendant.

Defendant demands a trial of said cause by jury.

  
Attorney for Defendant

ELLIOTT G. RICKARBY

LAW OFFICES

RICKARBY & RICKARBY  
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

August 19, 1955

Honorable Taylor Wilkins  
Sheriff, Baldwin County  
Bay Minette, Alabama

Dear Mr. Wilkins:

Inre: State Bank of Elberta  
vs  
Storie Sansom  
Our File: 3355

You have an attachment in the above suit and have levied on Chevrolet, 2-ton truck, Motor Number LEA 920706, and a Dorset Pole Trailer, among other property.

Mr. Marcel A. Beland, owner of Beland Motor Company, has exhibited to me conditional sale contract which Mr. Sansom signed when he purchased this property. Therefore, as attorney for the State Bank of Elberta, it is satisfactory with me if you turn over the Chevrolet 2-ton truck, Motor Number LEA 920706, and the Dorset Pole Trailer, which you have attached as property of Store Sansom to the Beland Motor Company who claim this property under their conditional sale contract.

Yours very truly,



EGR/fm

cc: State Bank of Elberta

Mr. Marcel A. Beland  
Beland Motors  
Pensacola, Fla.



STATE OF ALABAMA )  
 \*  
 BALDWIN COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That we, Storie Sansom,  
 ESCAMBIA TREATING COMPANY  
 as principal and PENSACOLA, FLORIDA and  
 \_\_\_\_\_, as sureties are held and firmly  
 bound unto State Bank of Elberta, a banking corporation, in the sum  
 of ~~TWENTY FIVE HUNDRED DOLLARS (\$2500)~~ for the payment whereof we bind  
 ourselves, our heirs, executors and administrators jointly and  
 severally.

Given under our hands and seals on this the \_\_\_\_\_ day of  
 September, 1955.

The condition of this bond is, that whereas, a writ of  
 attachment issued by the Circuit Clerk of Baldwin County, Alabama,  
 at the suit of State Bank of Elberta, a banking Corporation,  
 against Storie Sansom returnable to the present term of the Circuit  
 Court of Baldwin County, has been placed in the hands of the  
 Sheriff of said County, and by him has been levied upon the follow-  
 ing property, to-wit:

One 1949 Ford truck with independent skidder  
 One Briggs and Straton Power Saw  
 Two mules

And whereas, the said property has been delivered to  
 Storie Sansom on his entering into this bond; now, if the Defendant  
 shall fail in the action, and the said Storie Sansom will return  
 to the Sheriff of said County the specific property attached and  
 above mentioned within thirty days after judgment in said suit,  
 this obligation to be void, otherwise to remain in full force and  
 effect.

*Storie Sansom* (SEAL)  
 ESCAMBIA TREATING COMPANY  
*W. H. Davis, Vice Pres.* (SEAL)  
 \_\_\_\_\_ (SEAL)

Approved this the 1 day of Sept September, 1955.

*James Wilkins*  
 Sheriff  
*By Charles C. C. C.*

STATE BANK OF ALBERTA,  
A Banking Corporation,

PLAINTIFF

VS

Storie Sansom,

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

C O M P L A I N T

Count I

The Plaintiff claims of the Defendant FIVE HUNDRED SIXTY-FIVE DOLLARS AND SEVENTY-SEVEN CENTS (\$565.77) due by promissory note made by him on, to-wit, the 8th day of June 1953, and payable on, to-wit, the 8th day of July 1953, with interest from maturity at eight per cent (8%) per annum, and the plaintiff avers that in said note as a part of the consideration thereof, the defendant agreed to and did waive all his rights to exemption as to personal property and further agreed to pay a reasonable attorney's fee for the collection of said note which the plaintiff hereby claims in the sum of EIGHTY-FOUR DOLLARS AND EIGHTY-FIVE CENTS (\$84.85) which said sums of money together with the interest thereon from the 23rd day of February 1954 is still unpaid.

Count II

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED AND FIFTY SIX DOLLARS AND THIRTY-FIVE CENTS (\$856.35) due by promissory note made by him on, to-wit, the 10th day of November, 1950 and payable \$264.58 monthly after date, with interest thereon at the rate of eight per cent (8%) per annum from maturity, which said note has been in default from, to-wit, the 25th day of March 1954 and the plaintiff avers that in said note, as part of the consideration thereof, the defendant did agree to and did waive all his rights of exemption as to personal property and further agreed to pay a reasonable attorney's fee for the collection of said note, which the plaintiff claims in the sum of \$128.44 which said sums of money, together with interest thereon at the rate of eight per cent (8%) per annum from the 25th day of February 1954 is still unpaid.

## Count III

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED AND FIFTY DOLLARS due by promissory note made by him on the 6th day of January 1954 and payable on, to-wit, the 6th day of April 1954, with interest from maturity at eight per cent (8%) per annum, and the plaintiff avers that in said note, as a part of the consideration thereof, the defendant agreed to and did waive all his right of exemption as to personal property and further agreed to pay a reasonable attorney's fee for the collection of the said note, which the plaintiff hereby claims in the sum of ONE HUNDRED AND TWELVE DOLLARS AND FIFTY CENTS (\$112.50) which sums of money together with the interest thereon at the rate of eight per cent (8%) per annum, are still due.



Attorney for Plaintiff

## SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. \_\_\_\_\_

\_\_\_\_\_ TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Storie Sansom

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 \_\_\_\_\_

Storie Sansom

\_\_\_\_\_, Defendant. \_\_\_\_\_

by State Bank Of Elberta, A Banking Corporation \_\_\_\_\_

\_\_\_\_\_, Plaintiff. \_\_\_\_\_

Witness my hand this 23rd day of June, 19 55Alief Luck \_\_\_\_\_, Clerk