

CHattel Mortgage Note

\$ 945⁰⁰

Foley, Alabama, February 17 1956

SCHULTZ

On demand and in installments as provided below I, or we, promise to pay to the order of HENRY
OFFICE OF FOREST A. CHRISTIAN
at Farmers & Merchants Bank, Foley, Ala., the sum of

Nine Hundred Forty Five 00/100 DOLLARS
for value received at the rate of eight per cent (8%) per annum from maturity.

This note is payable on June 1, 1956 in full in full Dollars

each, beginning on the 19 day of June and in the event that any of said monthly installments are not paid when due, the whole of the amount being unpaid shall immediately become due and payable.

In case of any default in payment of this note or any installment thereof, in full, then I, or we, agree to pay, in addition to the above sum and interest, all costs and a reasonable attorney's fee for the collection of the same and I, or we, hereby waive as to this debt all right of exemption under the Constitution and Laws of the State of Alabama, and to secure the payment

of this note, I, or we, hereby GRANT, BARGAIN, SELL and CONVEY unto said Beecham County Ala. its successors and assigns, the following described chattel property, to-wit:

oat & wheat crop planted this date
on West half of Northwest quarter of Section
Sixteen and
Southeast quarter of Southeast quarter of Section
nine
all in Township Seven South Range Five East

All or any of which property, after non-payment of this note, or any installment thereof, in whole or in part, may be seized and sold by the said its agents, successors or assigns, at private sale or
public auction for cash at the place where said property is or at

after posting for one day or more written notices in three public places in
The proceeds of such sale to be applied, first, to the expense of recording this note and mortgage, advertising, selling, conveying and attorney's fee; second, to the payment of the above sum, and balance, if there be any, to the undersigned.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS:

Henry Schultz

(2986)

Martin Lomax (SEAL)

(SEAL)

No.

SUMMONS

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

YOU ARE HEREBY COMMANDED to summon MARTIN SOMMER 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 MARTIN SOMMER, by HENRY SCHULTZ.

Witness my hand this the 26 day of July, 1956.


Clerk of Court

* * * * *

COMPLAINT

HENRY SCHULTZ,)	
)	IN THE CIRCUIT COURT OF
PLAINTIFF)	
)	BALDWIN COUNTY, ALABAMA
VS:)	
)	AT LAW
MARTIN SOMMER,)	
)	
DEFENDANT)	

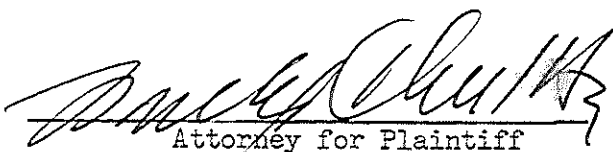
COUNT I

The Plaintiff claims of the Defendant the sum of NINE HUNDRED FORTY FIVE & 00/100 DOLLARS (\$945.00), due by promissory note made by him on the 17th day of February, 1956, and due and payable on or before the 1st day of June 1956, together with interest thereon.

Said note also provides for a reasonable attorney's fee and waives all exemption under the laws and Constitution of the State of Alabama or any other State as to personal property. Plaintiff alleges the reasonable attorney's fee is \$190.00.

COUNT II

The Plaintiff claims of the Defendant the following personal property, viz.: "oat and wheat crop planted this date on West half of Northwest Quarter of Section Fifteen; and Southeast Quarter of Southeast quarter of Section nine, all in Township Seven South Range Two East.", with the value of the hire or use thereof during the detention, viz.: from the 1st day of June, 1956.


Attorney for Plaintiff

Defendant lives Southeast of Elberta.

770.7986

Received 26 day of July 1956
and on 21 day of July 1956
served a copy of the within
on Martin Sommer
By service on _____

TAYLOR WILKINS, Sheriff
By [Signature] D. S.

14 mi Dist of Foley
102 mi

Sheriff claims 100 miles at
Ten Cents per mile Total \$ 10.00
TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

SUMMONS & COMPLAINT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

HENRY SCHULTZ,

PLAINTIFF

VS:

MARTIN SOMMER,

DEFENDANT

FILED
JUL 26 1956
ALICE L. BUCH, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA