

Birmingham Trust National Bank

Birmingham, Alabama

1881
3011

1,081.86

\$

PAYMENTS

December 22, 1953.

19

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of _____

SOUTHERN RUBBER CO., INC.,

, at the office of Birmingham Trust

National Bank, the sum of ONE THOUSAND EIGHTY-ONE & 86/100 --- Dollarssaid principal sum to be payable as follows: \$ 360.62 on Mar 15, 1954 and \$ 360.62on the 15th day of each and every month thereafter until May 15, 1954, when the balance of\$ 360.62 shall become due and payable; (3 payments at \$ 360.62 and

_____ payment at \$ _____). Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or filing of debtors petition or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the holder, its successors and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of any State, or United States, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds, or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition, that any one else shall sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder. Given under my/our hand(s) and seal(s).

Signature BAY MINETTE RECAP COMPANY L. S.Address: By W. F. Robinson Phone _____

Signature _____ L. S.

Address: _____

ENDORSED

DATE	AMOUNT	BALANCE
MAR 19 1954	360.62	721.24
APR 28 1954	360.62	360.62
3		
4		
5		
6		
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11		
12		
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14		
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17		
18		

33537

No. _____

Due 15th March 1954

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon W. F. GODWIN, JR., individually and d/b/a BAY MINETTE RECAP COMPANY, 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, Alabama, at Bay Minette, against W. F. GODWIN, JR., individually and d/b/a BAY MINETTE RECAP COMPANY, by SOUTHERN RUBBER COMPANY, INC. and Alabama Corporation.

Witness my hand this the 23rd day of August, 1956.

Alvin J. Duck
Clerk

* * * * *

COMPLAINT

SOUTHERN RUBBER COMPANY, INC., an
Alabama Corporation,

PLAINTIFF

VS:

W. F. GODWIN, JR., individually and
d/b/a BAY MINETTE RECAP COMPANY,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the defendant THREE HUNDRED & 33/100 DOLLARS (\$300.33), due by promissory note made by him on the 22nd day of December, 1953, and payable on the 15th day of May, 1954, with interest thereon.

Said note is a waive note and provides for reasonable attorney's fees, which the plaintiff alleges to be \$60.00.

Julius O. H. H. H.
Attorney for Plaintiff

Defendant at
Bay Minette.

and on 28 day of August 1957

I send a copy of the within

on W. F. Godwin

By service on

TAYLOR WILKINS, Sheriff

By W. A. Tolbert D. S.
0 mi

3011
RECORDED

SUMMONS & COMPLAINT

SOUTHERN RUBBER CO., INC., an
Alabama Corporation,

PLAINTIFF

VS:

W. F. GODWIN, JR., individually
and d/b/a BAY MINETTE RECAP
COMPANY,

DEFENDANT

FILED
AUG 23 1956

WILLIAM J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA