

THE STATE OF ALABAMA, BALDWIN COUNTY

\$ 250.00

Elberta Ala.,

October 18

19452

On the 18th day of Oct. 19452, for value received, I, or we, promise to pay to State Bank of Elberta or order Two hundred fifty and no/100 ----- 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under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it.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:

3 boxes of tools (mechanic)

Of which amount rendered above will be repaid at the rate of \$ 10.00 per week.

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 19452, 19453, 19454, in Foley 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 Eighteenth day October, 19452

ATTEST:

3586
P. O.

M. F. Hardner

L. S.

L. S.

SUMMONS

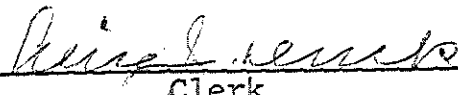
THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon PETE BERGA, JR. to appear before the Circuit Court of Baldwin County, Alabama, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the complaint of the FARMERS & MERCHANTS BANK, Foley, Alabama, An Alabama Corporation.

Witness my hand this the 22 day of May, 1958.


Clerk

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COMPLAINT

FARMERS & MERCHANTS BANK)
FOLEY, ALABAMA, AN ALABAMA)
CORPORATION)

PLAINTIFF)

VS:)

PETE BERGA, JR.)

DEFENDANT)

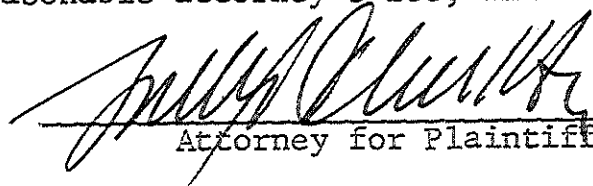
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The plaintiff claims of the defendant THREE HUNDRED TWENTY & 00/100 DOLLARS (\$320.00), due by promissory note made by him on the 28th day of December, 1957, and payable on Demand with interest thereon.

The note provides for a reasonable attorney's fee, which plaintiff alleges to be \$60.00


Attorney for Plaintiff

Defendant's address is:
Daphne (Belforest) Alabama.

served a copy of the within 200
n Pete Berga Jr.

y service on Pete Berga

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

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

No. 3555

SUMMONS and COMPLAINT

FARMERS & MERCHANTS BANK
FOLEY, ALABAMA, AN ALABAMA
CORPORATION

VS

PETE BERGA, JR.

FILED

MAY 22 1958

AUGUST L. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA