

SUMMONS AND COMPLAINT

Baldwin Times

CIRCUIT COURT, BALDWIN COUNTY

THE STATE OF ALABAMA,

BALDWIN COUNTY

No.

January TERM, 19 58

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Ellis A. Wayand

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 Ellis A. Wayand
Defendant

by First National Bank of Bay Minette, a national banking
association, Plaintiff.....

Witness my hand this 21 day of January 19 58.

83

Deight - Clerk

No.

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS and COMPLAINT

Filed, 19.....

....., Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

....., 19.....

....., Sheriff

I have executed this summons

this, 19.....

by leaving a copy with

..... Sheriff

..... Deputy Sheriff

FIRST NATIONAL BANK OF
BAY MINETTE, a national
banking association,

Plaintiff

vs.

ELLIS A. WAYAND,

Defendant

IN THE CIRCUIT COURT OF

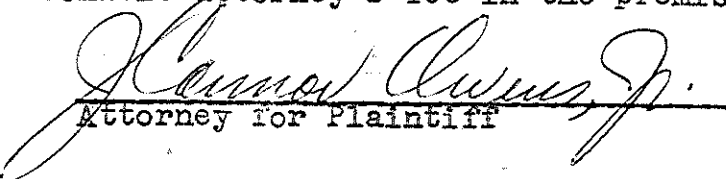
BALDWIN COUNTY, ALABAMA

IN LAW

The plaintiff claims of the defendant the sum of FIVE HUNDRED and ONE(\$501.00)DOLLARS, the balance due the plaintiff by promissory note made by the defendant on the 26th day of September, 1958, and payable in 11 monthly installments of \$45.00 and one installment of \$46.00, the first installment being due on the 7th day of October, 1958. Plaintiff further alleges that said note provided that in the event that defendant failed to pay any one installment, that the plaintiff might accelerate and declare due the balance.

Plaintiff further alleges that in and by the terms of said note, the defendant waived all rights of homestead and exemption as to personal property under the laws of The State of Alabama, and plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note, the defendant agreed to pay a reasonable attorney's fee should such fee be necessary in the collection of said note, and plaintiff claims the additional and further sum of \$75.00 as a reasonable attorney's fee in the premises.


Attorney for Plaintiff

Received 21 day of Jan 1950
and on 30 day of June 1959
I served a copy of this within SEC
on Ellis A. Wayand

By service on Ellis A. Wayand

TAYLOR WILKINS, Sheriff

By [Signature] D. S.
[Signature] Bannum

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

BY DEPUTY SHERIFF

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW NO. 3748

FIRST NATIONAL BANK OF
BAY MINETTE, a national
banking association,

Plaintiff

vs.

ELLIS A. WAYAND,

Defendant

SUMMONS AND COMPLAINT

FILED

JAN 21 1950

ALICE J. DUCK, CLERK
REGISTER

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

101 Court House Square

BAY MINETTE, ALABAMA

Defendant lives at Fairhope,
Alabama.

State of Alabama

BALDWIN COUNTY

TO ELLIS A. WAYAND, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of.....

FIRST NATIONAL BANK OF BAY MINETTE, a national banking association Plaintiff.....versus ELLIS A. WAYAND, Defendant.....now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Service.....Fire & Casualty Insurance Company, a corporation,.....has S been named as Garnishee.....IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 21.....day of January, 1959.....David R. Rouse
Clerk of the Circuit Court.

3748

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Ellis A. Wayand

First National Bank of
Bay Minette, a national
banking association

Plaintiff.....

VS.

Ellis A. Wayand

Defendant.....

Defendant lives at Fairhope

ceived 21 day of Jan 1959
on 30 day of Jan 1959
erved a copy of the within notice

Ellis A. Wayand

by service on Ellis A. Wayand

TAYLOR WILKINS, Sheriff

By J. H. Brumwell D. S.

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

TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, First National Bank of Bay Minette, Alabama,
a national Banking Association, W. M. Kelly, and C.S. Woodson
are held and firmly bound unto Ellis A. Wayand

in the sum of Twelve hundred and no/100-----DOLLARS,
to be paid to the said Ellis A. Wayand

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind our-
selves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly
by these Presents.

Sealed with our seals, and dated this 29 day of January, 1959

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

First National Bank of Bay Minette
ha.... commenced suit in the Circuit Court of said County by summons and complaint, which have issued
from said Court, to recover of said Ellis A. Wayand

the sum of Five hundred and seventy-six and no/100-----Dollars,
and ha....s.... on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Service Fire and Casualty Insurance Co., a corporation
summoning ~~it~~ to answer what ~~it is~~ indebted to said Defendant, or what effects of said
Defendant ~~it has~~ in ~~its~~ possession, or under ~~its~~ control; and
said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said
Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff.... shall prosecute the Garnishment to effect, and pay the Defendant all
such costs and damages as ~~he~~ may sustain, by reason of the wrongful or vexatious suing out of
this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have
now, or may hereafter have, under the Constitution and laws of Alabama, and ~~we~~ hereby severally
certify that ~~we~~ have property free from all incumbrance, to the full amount of the
above bond.

FIRST NATIONAL BANK OF BAY MINETTE, a
national banking association

W. M. Kelly CASHIER (Seal)

C. S. Woodson (Seal)

Ellis A. Wayand (Seal)

Approved this 29 day of January, A. D., 1959

84 Reice J. Duck Clerk.

The State of Alabama

Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared J. Connor Owens, Jr., attorney

for the First National Bank of Bay Minette, Alabama

who, being duly sworn, doth depose s-- and say s-- that

Ellis A. Wayand

First National Bank of Bay Minette, a national banking association indebted to _____ in the sum of Five hundred and seventy-six and no Dollars,

and that it has commenced on suit by summons and complaint on said indebtedness

against the said ~~Ellis A. Warand~~

and that Service Fire and Casualty Insurance Co., a corp.

supposed to be indebted to the said Defendant__, or to have effects of the said Defendant__, in its possession, or under its control, and that he believe that process of Garnishment against the said

Service Fire and Casualty Insurance Co. and Ellis A. Wavand

is necessary to obtain satisfaction of said claim; and that the said ~~Service-Fire-and-Casualty~~ **Ins.Co** is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose of vexing or harassing said Defendant____, or other improper motives.

Sworn to and subscribed before me this 21 day of January 1959.

Clerk Circuit Court.

116

No

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

First National Bank of--
Bay Minette, a national
banking association

Plaintiff

TO

Ellis A. Wayand

Defendant.

Bond and Affidavit in Garnishment on Summons

Filed this **FILED** day of
19

1050

Clerk.

Printed by Moore Press Co.

STATE OF ALABAMA.

Baldwin County

C O P Y

Prin. 500.00

Int. 40.00

Ins.-Rec. Fee 5.50-1.00

\$ 546.50

Post Office. Box 788, Fainhope, Ala.

Bay Minette, Alabama, Sept. 26, 1958

For value received I/we promise to pay to the First National Bank of Bay Minette, Ala., or order at their office at Bay Minette, Ala.,

Five Hundred Forty-six and 50/100

in 11 installments of \$ 45.50 each, and 1 installment of \$ 46.00 the first installment due Nove. 7, 1958 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 12 installments with interest on each installment from maturity at 8% per annum.

And I/we hereby waive all right to exemption under the constitution and laws of this state or any other state and the United States, and should it become necessary to employ an attorney in the collection of this debt I/we agree to pay all reasonable attorney's fees charged therefor. And to secure the payment of the above amount, and all future advances I/we hereby bargain, sell and convey unto the First National Bank of Bay Minette, Ala., or assigns all household and kitchen furniture and all other personal property of every description now owned by me/we or which I/we or either of us may acquire before the payment in full of this obligation, a portion of the property hereby mortgaged is more definitely described below and which I warrant to be free from any encumbrance:

1956 Ford 3/4 Ton Pickup V-8, Mtr. No. F25V6U-71099

If any installment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable immediately at the election of the holder of this note, but failure of the holder to take advantage of such default does not operate as a waiver of any subsequent default.

In case of such default the holder hereof may seize the property hereby conveyed and sell the same either at a private sale or at public outcry to the highest bidder for cash at such place as the holder may desire, after giving ten days notice of said public sale by posting at the Courthouse door at Bay Minette, Alabama. The proceeds of such sale shall be applied first to the expense of seizure and sale including a reasonable Attorneys fee, second to the payment of the debt secured with interest and if there be any balance then to the maker hereof.

Each and every maker and endorser hereof severally waives as to the debt evidenced hereby or any renewal thereof, any notice of demand, presentment, protest, notice of dishonor, suit and all other requirements necessary to charge or hold them liable. In the event of death or insolvency (however insolvency may be evidenced) of or assignment for the benefit of creditors or writ of garnishment issued by or against any maker or endorser hereof the owner or holder hereof may withhold any amounts on deposit with it to the credit of any such maker or endorser for application towards the payment of this note at maturity but the owner or holder hereof shall not be required to withhold the same or make such application or be liable in any way to any maker or endorser for any failure or omission in respect thereof.

Witness my hand and seal this the 26 day of Sept., 1958

Attest:

No. 13801

CERTIFIED TRUE COPY OF
ORIGINAL INSTRUMENT

s/ Ellis A. Wayand (L. S.)

Ellis A. Wayand (L. S.)

Cashier

Book 303
Page 428

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of payment or any renewal of this mortgage, and waive demand, protest and non-payment thereof.

RECORD OF PAYMENTS

DATE	AMOUNT	BALANCE
STATE OF ALABAMA BALDWIN COUNTY	ARTICLE 770	
I hereby certify that no Mortgage Tax has been collected on this instrument.		
	W. R. Stuart	
	No Tax Collected	
STATE OF ALABAMA, BALDWIN COUNTY		
Filed 10-16-58	8Am	
Recorded Mtg. Book 303 Page 428		
	W. R. Stuart Judge of Probate	