

THE STATE OF ALABAMA, BALDWIN COUNTY

Elberta, Ala.,

\$ 466-46

On the 15th day of June 1945, for value received, I or we, promise to pay to State Bank of Elberta or order *Four Hundred Sixty Six & 40/100* 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under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it.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:

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 *15* day of *June*, 1945

ATTEST:

P. O.

John H. Norris Jr. L. S.
L. S.

BOOK 253 PAGE 61

15 John A. Morris Jr.

Reimer Co. 59

The endorers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorers, or otherwise, and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States as to this debt should note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The State Bank of Elberta, is hereby authorized by each surety and endorser hereof to apply at any time any funds in said bank belonging to any one or more of said endorers to the payment of this debt.

253-61

Reimer Co.

John

STATE OF ALABAMA, BALDWIN COUNTY

Filed 6-15-55

3 P.M.

Recorded *m/3* Book 253 Page 61
and I certify that the following Privilege Tax
has been paid.

Deed Tax

Mortgage Tax

MR. Stewart
Judge of Probate

By *6*

Paid - 107.64

m 75
R 115
190

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JOHN A. NORRIS, JR. 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 the place of holding same by RIEMERS COMPANY, INC., an Alabama Corporation.

Witness my hand this the 2⁵ day of February, 1959.


Clerk

Ex. 7-28-59

@@

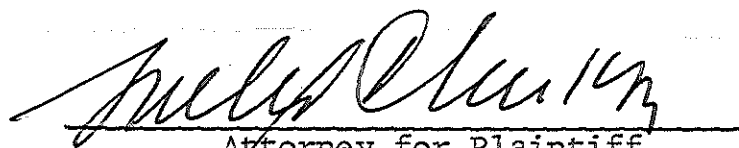
COMPLAINT

RIEMERS COMPANY, INC.)
An Alabama Corporation.)
PLAINTIFF)
VS:)
JOHN A. NORRIS, JR.)
DEFENDANT)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The plaintiff claims of the defendant THREE HUNDRED FIFTY EIGHT & 82/100 DOLLARS (\$358.82), due by promissory note made by him on the 7th day of January, 1955, and payable on the 15th day of June, 1955, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alledges to be \$75.00.


Attorney for Plaintiff

The defendant's address is:
Foley, Alabama

received 3 day of Feb 1959
d on 28 day of July 1959
served a copy of the within W.C.
John A. Norris Jr.

/ service on _____

TAYLOR WILKINS, Sheriff
By Forest A. Christian
Foley

Sheriff claims 22 miles at
Ten Cents per mile Total \$ 2.20
TAYLOR WILKINS, Sheriff
BY _____
DEPUTY SHERIFF

RIEMERS COMPANY, INC., An Alabama Corporation

VS:

JOHN A. NORRIS, JR.

FILED
JUL 15 1959
ALICE L. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA