

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

M. J. SMITH, alias MAJOR SMITH

to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County, at the place of holding the same, then and there to answer the complaint of

DANIEL P. EDDINS

Witness my hand, this

*6th*

day of JUNE

1931.

*J. W. [Signature]* Clerk.

COMPLAINT

DANIEL P. EDDINS  
Plaintiff.

VS.

M. J. SMITH  
Defendant.

1. The plaintiff claims of the defendant ONE HUNDRED AND FIFTY DOLLARS due by promissory note made by him on the 21st day of July, 1928 and payable on the 3rd day of October, 1928 with interest thereon.

2. The plaintiff claims of the defendant ONE HUNDRED AND TEN DOLLARS due by promissory note made by him on the 21st day of July, 1928 and payable on the 3rd day of October, 1928, with interest thereon.

3. The plaintiff claims of the defendant FIFTEEN DOLLARS due by promissory note made by him on the 8th day of May, 1928 and payable on demand, which demand was made on, to-wit, July 8th, 1928 and which note with interest thereon is unpaid.

4. Plaintiff further avers that by the terms of said notes the defendant waived all rights of exemption as to personal property as against the payment of debts secured thereby, and further agreed to pay counsel fees incurred in the collection thereof, which counsel fees plaintiff now claims in the further sum of FORTY FIVE DOLLARS.

*R. C. [Signature] & Cobb.*  
Attorneys for Plaintiff.

*Original*  
RECORDED

No.

Received in office \_\_\_\_\_ day of \_\_\_\_\_

19

Sheriff of \_\_\_\_\_ County, Ala.

Executed by serving *a* cop *3*  
of the within Summons and Complaint on

*M. J. Smith*

Defendant

This the *9th* day of *June* 19*31*

Sheriff of *Baldwin* County, Ala.

By *Greene* Deputy Sheriff.

DANIEL P. EDDINS.  
Plaintiff.

VS.

M. J. SMITH  
Defendant.

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this *6th* day of

*June*  
A. D. 19

*D. M. Hickman* Clerk.

RICKARBY & COBB Plaintiff's Attorneys

Moore Printing Co. Bay Minette, Ala.

\$ 150<sup>00</sup>

NOV 27 1928

Daphne, Ala., July 21<sup>st</sup> 1928

On the 3 day of October 1928, for value received, I promise to pay to DAPHNE STATE BANK, or order One hundred fifty and no/100 DOLLARS

at the DAPHNE STATE BANK, Daphne, Ala. And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive, presentment protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to DAPHNE STATE BANK, of Daphne, Ala., at or before the payment of this note, I hereby grant, bargain, sell and convey to DAPHNE STATE BANK, of Daphne, Ala., the following property to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and description, raised during the year 1928 by us or under our direction, including all rents due or to become due us for the year 1928 in Baldwin County, Alabama, or elsewhere. Also

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of DAPHNE STATE BANK, Daphne, Ala., then the entire debts secured herein shall become due and payable to DAPHNE STATE BANK, Daphne, Ala., and they may seize, take possession of, and sell any or all of said property at public outcry, for cash, to the highest bidder, at Daphne, Ala, after advertising the same for one day, by posting one written notice on the front of the place of business of DAPHNE STATE BANK

Daphne, Ala., and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. do hereby certify that all of the above property is free from all lien and encumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: 6110 O. G. Smith L. S.



130<sup>00</sup> 110<sup>00</sup>  
On the 3 day of October 1928, for value received, I, Daphne, Ala., July 21st 1928, promise to pay to DAPHNE STATE BANK, or order One hundred thirty and no/100 DOLLARS at the DAPHNE STATE BANK, Daphne, Ala.  
And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive, presentment protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker/surety, endorser, guarantor, or any one of them.  
And to better secure the above note, and any other amounts either of us now owe or may owe to DAPHNE STATE BANK, of Daphne, Ala., at or before the payment of this note, I hereby grant, bargain, sell and convey to DAPHNE STATE BANK, of Daphne, Ala., the following property to-wit:  
All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and description, raised during the year 1928 by us or under our direction, including all rents due or to become due us for the year 1928 in Baldwin County, Alabama, or elsewhere. Also  
1 Note of Geneva Kitchens & James Kitchens  
In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of DAPHNE STATE BANK, Daphne, Ala., then the entire debts secured herein shall become due and payable to DAPHNE STATE BANK, Daphne, Ala., and they may seize, take possession of, and sell any or all of said property at public outcry, for cash, to the highest bidder, at Daphne, Ala, after advertising the same for one day, by posting one written notice on the front of the place of business of DAPHNE STATE BANK Daphne, Ala., and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property.  
do hereby certify that all of the above property is free from all lien and encumbrance and we are 21 years of age and have a good right to make this conveyance of it.  
Attest: 6109  
C. J. Smith L. S.

Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

This note assigned to D. P. Eddins without recourse.

Bank of Fairhope  
Successor to Daphne State Bank

By M. F. Martin  
Pres.

Attest:

Kelly W. Charles  
Cashier.

Filed Aug 17/93  
J. M. Richardson  
Clerk



Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

*PAID 20<sup>00</sup> 1/1/29*

This note assigned to D. P. Eddins without recourse.

Bank of Fairhope  
Successor to Daphne State Bank,

By *M. F. Shurtz*  
Pres.

Attest:

*Vinny W. Hatten*  
Cashier.

*Filed Aug 17, 1931*  
*J. M. Richardson*  
*Clk*

\$ 15<sup>00</sup>

DEC 4-28

Daphne, Ala.,

May 8<sup>th</sup> 1928

On the 8<sup>th</sup> day of May 1928, for value received 2 promise to pay to DAPHNE STATE BANK, or order Fifteen and no/100 DOLLARS

at the DAPHNE STATE BANK, Daphne, Ala.  
And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive, presentment protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to DAPHNE STATE BANK, of Daphne, Ala., at or before the payment of this note, hereby grant, bargain, sell and convey to DAPHNE STATE BANK, of Daphne, Ala., the following property to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and description, raised during the year 1928 by us or under our direction, including all rents due or to become due us for the year 1928 in Daphne County, Alabama, or elsewhere. Also

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of DAPHNE STATE BANK, Daphne, Ala., then the entire debts secured herein shall become due and payable to DAPHNE STATE BANK, Daphne, Ala., and they may seize, take possession of, and sell any or all of said property at public outcry, for cash, to the highest bidder, at Daphne, Ala, after advertising the same for one day, by posting one written notice on the front of the place of business of DAPHNE STATE BANK

Daphne, Ala., and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. do hereby certify that all of the above property is free from all lien and encumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: 5933 CM G Smith CM G Smith L. S.  
L. S.



Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

This note assigned to D. P. Eddins without recourse.

Bank of Fairhope,  
Successor to Daphne State Bank,

By M. F. Mottley  
Pres.

Attest:

V. H. Parker  
Cashier.

Filed Aug 17 1931  
M. Richardson  
Clerk.