

The State of Alabama }  
Baldwin County

CIRCUIT COURT--LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

JAMES C. GARRETT, alias "Cas" Garrett. ..

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 6 day of JUNE 1931.

*D. W. Williams* Clerk.

COMPLAINT

DANIEL P. EDDINS Plaintiff. VS. JAMES C. GARRETT Defendant.

The Plaintiff claims of the Defendant TWO HUNDRED DOLLARS due on a promissory note executed by W. J. ALTMYER on the twenty ninth day of November, 1927 and payable to the DAPHNE STATE BANK on, to-wit, the first day of November, 1928, which said note was indorsed by defendant and with the interest thereon from October 1st, 1929 is still due and unpaid.

Plaintiff further avers that by the provisions of said note the Defendant waived all rights of exemption against any process for the collection of same and further agreed to the payment of counsel fees incurred in the collection thereof, which counsel fees Plaintiff now claims in the further sum of THIRTY FIVE DOLLARS.

*R. L. Carby & Cobb*  
Attorneys for Plaintiff.

Received in office

day of

19

Sheriff of

County, Ala.

Executed by serving a copy  
of the within Summons and Complaint on

*James C. Garrett alias  
Cos Garrett*

Defendant

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

*W. H. Street*

Sheriff of *Baldwin* County, Ala.

By *Paul* Deputy Sheriff.

*Original*

**RECORDED**  
No.

DANIEL P. EDDINS  
Plaintiff.

VS.

JAMES C. GARRETT  
Defendant.

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

**SUMMONS AND COMPLAINT**

Filed in office this *6th* day of

*June* A. D. 19*31*

*Rickarby & Cobb* Clerk.

RICKARBY & COBB Plaintiff's Attorney

Moore Printing Co. :::: Bay Minetto, Ala.

245<sup>00</sup>  
\$ 245<sup>00</sup>  
On this day of February 1928 for value received Two hundred forty five and no/100 DOLLARS  
payable to pay to DAPHNE STATE BANK, or order  
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, we 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: 5460 Jan 1 H. J. Altmyer L. S.  
L. S.

GEORGE F. MARTIN, Cashier  
KIRBY WHARTON, Asst. Cashier

F FAIRHOPE

PE, ALA.

"LE BAY"  
23, 1928

w, The Bank of Fairhope has taken

287

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.

J. L. Garnett  
5/5/28 Pmt. to 8/1/29

JAN 28 1929 Int. Paid to date  
MAR 6 - 1929 Int. Paid to date  
June 14 1929 Int. Paid to date  
11/2/29 Paid till 10/1/29

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

Bank of Fairhope,  
Successor to Daphne State Bank,

By M. L. Strickland  
Pres.

Attest:

V. L. W. Smith  
Cashier.

Filed Aug 17, 1931  
J. M. Richardson  
Clerk

~~Feb 18 1929~~  
~~Mar 18 1929~~  
~~Apr 18 1929~~  
April 5-1929