

The State of Alabama }  
Baldwin County

CIRCUIT COURT--LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

A L V I N   V A N   I D E R S T I N E

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

D A N I E L   P.   E D D I N S

Witness my hand, this

*6<sup>th</sup>*

day of

June

19 31.

*T. W. Rice* Clerk.

COMPLAINT

DANIEL P. EDDINS  
Plaintiff.

VS .

ALVIN VAN IDERSTINE  
Defendant.

The Plaintiff claims of the defendant TWO HUNDRED AND SIXTY FOUR DOLLARS due by promissory note made by him on November 9th, 1928 and due on demand, and on which demand for payment was made on, to-wit, February 9th, 1929, which note, with the interest thereon, is unpaid.

Plaintiff further avers that by the terms of said note the defendant waived all rights of exemption against any process that may issue for the collection of same and further agreed to pay counsel fees incurred in the collection of the debt, which fee plaintiff now claims in the further sum of FORTY SEVEN and 50/100 DOLLARS.

*R. L. Cobb*

Attorneys for Plaintiff.

Original  
RECORDED

No.

Received in office day of

19

DANIEL P. EDDINS  
Plaintiff.

VS.

ALVIN VAN IDERSTINE  
Defendant.

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

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

Alvin Van Iderstine

Defendant

This the 9th day of June 1931

Sheriff of Baldwin County, Ala.

By Smith  
Deputy Sheriff.

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this 6 day of

June A. D. 1931

D. W. Robinson Clerk.

ROCKABY & COBB Plaintiff's Attorneys

Moore Printing Co. Bay Minette, Ala.

\$ 264.00

Daphne, Ala., November 9th, 1928

On the Demand day of 19 28 for value received I promise to pay to DAPHNE STATE BANK, or order

Two hundred sixty four 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:

6467

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. Thatching  
Pres.

Attest:

W. H. Smith  
Cashier.

Filed Aug 17, 1931

D. M. Richardson  
Clerk