

JAMES A. BRICE  
ATTORNEY AT LAW  
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

February 3, 1960

4074

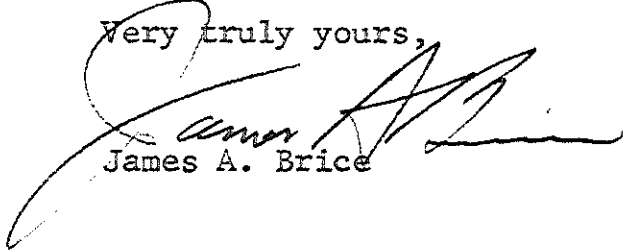
Mrs. Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

Re: Peoples Fertilizer Company  
vs: Roy Dukes

Dear Mrs. Duck:

Thank you for the certified copy of the judgment you recently sent me in the above case. The judgment was obtained at the last pleading day and the promissory note which is the basis of suit is herewith enclosed to complete the file.

Very truly yours,

  
James A. Brice

JAB/vd

Enclosure

NOTE AND MORTGAGE

Foley, Ala., November 27, 1934

\$199.26

On February 26, 1935, I, (or we) for value received, promise to pay to order of PEOPLES FERTILIZER COMPANY One Hundred Ninety Nine & 26/100 Dollars

Payable at Office Peoples Fertilizer Co.

of \_\_\_\_\_ Ala.

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, its successors and assigns, the following personal property in Baldwin County, Alabama, warranted to be the property of the maker and free and clear from any lien or encumbrance, viz:

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 8-28-35  
Recorded 10-2-35  
Book 253 page 392  
J. C. Taylor  
Judge of Probate

My or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 1935 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid. Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions and at such place or places as payee deems fit; should sale be public notice thereof shall be given for one day by posting written notice at the Court House door of Baldwin County; payee may bid and purchase property at any sale hereunder. The proceeds of any sale shall be applied, first, to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of payee, or for repairs, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due payee, including all expenses and charges in connection with this instrument and the balance to be paid to maker. The parties to this instrument, whether maker, indorser, surety or guarantor, each for himself, hereby severally agrees to pay all amounts due hereunder and secured hereby and as to such debts, or any renewal thereof, waives all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collecting, or securing, or attempting to collect or secure, such debts including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and each of them severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension.

WITNESSES:

ROY Duber SEAL  
SEAL

No. \_\_\_\_\_

ADDRESS \_\_\_\_\_

C O M P L A I N T

PEOPLES FERTILIZER COMPANY,	)	IN THE CIRCUIT COURT OF
a corporation,	)	BALDWIN COUNTY, ALABAMA
	)	AT LAW.
PLAINTIFF,	)	
VS.	)	
ROY DUKES,	)	
DEFENDANT.	)	

I.

The Plaintiff claims of the Defendant the sum of One Hundred Ninety Nine and 26/100 (\$199.26) Dollars, principal due by promissory note made by said defendant on the 27th day of November, 1954, and payable on the 26th day of February, 1955, with interest from the 26th day of February, 1955, at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the terms of the said note the defendant waived all right to exemption under the Constitution and Laws of Alabama as to personal property and of this waiver Plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the defendant the further and additional sum of Sixty Five and No/100 (\$65.00) Dollars as such reasonable attorney's fee.

  
JAMES A. BRICE

  
RICHARD C. LACEY

ATTORNEYS FOR PLAINTIFF

The Defendant resides in Foley, Alabama.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. ....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ROY DUKES

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 ROY DUKES

....., Defendant .....

by PEOPLES FERTILIZER COMPANY, a corporation

....., Plaintiff.....

Witness my hand this 27 day of Nov 1959

Reverend J. L. Smith Clerk

No. .... Page .....

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

**PEOPLES FERTILIZER COMPANY,**

a corporation,

Plaintiffs

vs.

**ROY DUKES**

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

Received 28 day of Nov 1959  
and on 8 day of Dec 1959  
I served a copy of the within B 90  
on Roy Dukes  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Charles H. Hester, D. S.

Wiley

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
BY CC  
DEPUTY SHERIFF

No. 4074

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW,

PEOPLES FERTILIZER COMPANY, a  
corporation,

PLAINTIFF

VS.  
ROY DUKES,

DEFENDANT

FILED

NOV 27 1959

ALICE J. DUCK, CLERK  
REGISTER

JAMES A. BRICE  
ATTORNEY AT LAW  
FOLEY, ALABAMA