

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon O. C. Hall to appear within 30 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 American National Bank & Trust Company, a corporation.

Witness my hand this 4th day of May, 1932.



CLERK.

AMERICAN NATIONAL BANK & TRUST CO.,
A Corporation,

Plaintiff,

VS

O. C. HALL,

Defendant.

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY, ALABAMA.

AT LAW

COUNT ONE: Plaintiff claims of Defendant \$2,985.00, balance due from him by promissory note in amount of \$3,000.00 made by him on December 3rd, 1931, and payable on February 3rd, 1932, which sum of money with the interest thereon is still due and unpaid.

And Plaintiff avers that in and by the terms of the note hereinabove sued upon, the Defendant waived all right to claim personal property exemption under the Constitution and Laws of Alabama, and agreed to pay all cost of collecting, or securing, or attempting to collect or secure said note, including a reasonable Attorney's Fee, which Plaintiff claims, to-wit, \$450.00.

COUNT TWO: Plaintiff further claims of Defendant \$591.93, balance due from him by promissory note in amount of \$700.00 made by him on December 3rd, 1931, and payable on March 3rd, 1932, which sum of money with the interest thereon is still due and unpaid.

And Plaintiff avers that in and by the terms of the note

hereinabove sued upon, the Defendant waived all right to claim personal property exemption under the Constitution and Laws of Alabama, and agreed to pay all cost of collecting, or securing, or attempting to collect or secure said note, including a reasonable Attorney's Fee, which Plaintiff claims, to-wit, \$90.00.

Arthur J. Hardy
H. Embree Smith

ATTORNEYS FOR PLAINTIFF.

DEFENDANT'S ADDRESS:

Bay Minette, Ala.

AMERICAN NATIONAL BANK & TRUST
COMPANY, a Corporation,

Plaintiff,

-VS-

O. C. HALL,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Comes the Defendant and demurs to the Complaint in this
cause filed, and to each and every count thereof, separately and
severally, says:-

FIRST:

That said Complaint does not state a cause of action.

SECOND:

That said Complaint is vague and indefinite in that it
does not show what amounts have been paid on said Notes by the
Defendant.

W. L. Henderson
Attorneys for Defendant.

K-931-
MOBILE, ALA., December 3rd, 1931. 193

On February 3rd. 1932

AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO

THE ORDER OF American National Bank & Trust Company

\$ 5,000.00

Three thousand & NO/100 -X-X-X-X-X-X-X-X-X-X-

12-9-

15

DOLLARS

2985.00

FOR VALUE RECEIVED, PAYABLE AT THE AMERICAN NATIONAL BANK & TRUST CO., OF MOBILE.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property, to-wit:

FIFTEEN shares of the Capital Stock of the Baldwin County

Bank, Bay Minette, Alabama, Certificates No.

12708

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time, as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and, if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right to exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all cost of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

ATTEST:

[Signature]

Bay Minette, Ala.

In consideration of One Dollar paid to the undersigned, and of the making at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to AMERICAN TRUST CO., Mobile, Alabama, its successors, endorsers or assigns, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

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Attest:.....

Frederick B. H. 32
J. W. Rice
Chas

MOBILE, ALA., December 3rd, 1931. 19

March 3rd,

AFTER DATE, WITHOUT GRACE, I

PROMISE TO PAY TO

THE ORDER OF American National Bank & Trust Company

\$700.00

Seven hundred & NO/100 -x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-

DOLLARS

108 07

91 93

FOR VALUE RECEIVED, PAYABLE AT AMERICAN TRUST COMPANY, MOBILE, ALA.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property, to-wit:

FIFTEEN shares of the Capital Stock of the Baldwin County Bank,
Bay Minette, Alabama, Certificates No.

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time, as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and, if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

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ATTEST:

Bay Minette, Alabama.