

SUMMONS

4473

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon J. A. RIEBELING 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, Alabama, at the place of holding same by RIEMERS COMPANY, INC., an Alabama Corporation.

Witness my hand this the 31 day of October, 1960.

Alice J. Duck
Clerk

COMPLAINT

RIEMERS COMPANY, INC., an)
Alabama Corporation,)
)
PLAINTIFF,)
)
VS:)
)
J. A. RIEBELING,)
)
DEFENDANT)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the Defendant TWO HUNDRED ONE & 20/100 DOLLARS (\$201.20), due by promissory note made by him on the 17th day of February, 1953, and payable on the 1st day of June, 1953, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$42.50.

James C. Smith
Attorney for Plaintiff

The defendant's address is:

Foley, Alabama

FILED

OCT 31 1960

ALICE J. DUCK, CLERK
REGISTER

THE STATE OF ALABAMA, BALDWIN COUNTY

\$ 201.20

Elberta, Ala.,

2-17-

1953

On the 1 day of June, 1953, for value received, I, or we, promise to pay to State Bank of Elberta
or order Two hundred one & 20/100 DOLLARS

at its office in Elberta, Ala. I or we hereby waive all rights of exemption under the Constitution and Laws of the State of Alabama as to the collection of this debt; and I or we agree to pay all cost of recording this instrument, a reasonable attorney's fee and all other expenses incident to the collection of the same, incurred in any manner, whether by suit or otherwise. And to secure the above note as well as all else I or we now, or hereafter may owe to State Bank of Elberta before the full payment hereof, I or we hereby grant, bargain, sell and convey to said State Bank of Elberta all my or our livestock and increase, gathered crops now on hand, and household and kitchen furniture of every kind and description. The said State Bank of Elberta is hereby authorized and empowered to buy, or have assigned to it any note or mortgage or other lien that I or we may have executed to, or owe to any other person, firm or corporation on any property, and such debt together with all other debts and obligations that I or we now owe or may hereafter owe to the said State Bank of Elberta under this instrument, or otherwise, shall also be secured by such mortgage or lien so transferred to it as fully as if originally made to it. I or we also bargain, sell and convey to State Bank of Elberta the following personal property, to-wit:

All cows and increase, all hogs and increase, and all other personal property not herein specially named, owned by me or us now, or at any time before the full payment of all debts secured by this note and mortgage; also my or our entire crops, of every kind and description, raised by me or us, or in which I or we may be interested during the years 194____, 194____, 194____, in Baldwin County, Alabama, or elsewhere, including all rents and advances due or to become due to me or us as landlord for said years. I or we hereby declare that the said property is my or our own, and that there is no lien or encumbrance on the same. If the said State Bank of Elberta has to litigate with any other parties in any way for the recovery of any of said property, or its value, I or we agree to pay every expense incurred by reason of such litigation, including a reasonable attorney's fee. I or we agree to hold all fertilizers and supplies advanced under this mortgage, or purchased with moneys so advanced, as the property of and subject to the order of said State Bank of Elberta. In the event I or we fail to pay this note, or any debt secured hereby, when due, or should I or we sell, dispose of, remove, abandon, mistreat or injure, any of the above mentioned property, without the consent of the said State Bank of Elberta or should the said State Bank of Elberta for any reason, or no reason deem the debt, or debts, secured hereby to be insecure, then on the happening of either of said events, the said State Bank of Elberta at its option, and without notice to me or us, may declare all debts evidenced or secured hereby due and payable, and it may seize, take possession of and sell any or all of said property at public outcry, for cash, to the highest bidder, or at private sale, where said property is located or at the State Bank of Elberta building in Elberta, Alabama after posting for one day or more written notices in three public places in Elberta, Alabama, and in the event of a sale of any property under this contract, the State Bank of Elberta is hereby authorized to become the purchaser thereof.

WITNESS my or our hand and seal, this the 17 day of February, 1953
ATTEST: H. W. Nash X J. A. Rieckling
P. O. L. S. L. S.

The endorser of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise, and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States as to this debt should note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The State Bank of Elberta, is hereby authorized by each surety and endorser hereof to apply at any time any funds in said bank belonging to any one or more of said endorsers to the payment of this debt.

June 9, 1954 - 50⁰⁰

Balance 159.20

Plus Int- 57.31

216.51

July 1, 1954

70.4473
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

STATE BANK OF ELBERTA, Elberta,
Alabama,

PLAINTIFF

VS:

J. A. RIEBELING,

DEFENDANT

Received 31 day of Oct 1940
and on 31 day of Oct 1940
I served a copy of the within 900
on J. A. Riebeling

By service on

Taylor Wilkins, Sheriff
Taylor Wilkins, Sheriff
D. S.

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

FILED

OCT 31 1940

ALICE L. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA