

4526

SUMMONS

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

TO ANY SHERIFF OF THE STATE OF ALABAMA.....GREETING:

You are hereby commanded to summons Paul Childress Jr. to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Commercial Credit Equipment Corporation.

Witness my hand this 22 day of <sup>December</sup>~~November~~, 1960.

Oliver J. Duck  
Clerk

COMPLAINT

Commercial Credit Equipment Corporation, )  
Plaintiff )  
vs. )  
Paul Childress, Jr. )  
Defendant )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

I

The plaintiff claims of the defendant the sum of Two thousand five hundred seventy-seven and 35/100 (\$2,577.35) Dollars, due by promissory note made by the defendant on the 8th day of August, 1958, which sum of money, with interest thereon, is still unpaid.

II

The plaintiff claims of the defendant the sum of Two thousand five hundred seventy-seven and 35/100 (\$2,577.35) Dollars, due by promissory note made by the defendant on the 8th day of August, 1958, and payable on the 1st day of December 1958, with interest from date of execution.

Plaintiff avers that in and by the terms of said note the defendant waived all right to exemption under the constitution and laws of the State of Alabama, 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 Three Hundred eighty-five and NO/100 (\$385.00) Dollars, as such reasonable attorney's fee.

  
Attorney for Plaintiff

The defendant Paul Childress, Jr.  
lives at Loxley, Alabama.

FILED

DEC 22 1960

ALICE A. CLARK, Clerk

RECEIVED  
CLERK OF COURT  
STATE OF ALABAMA

CIRCUIT COURT

COMMISSIONER OF CORPORATION  
COMMERCIAL CREDIT BUILDING

RECEIVED

PAUL CHILDRESS, JR.

DEFENDANT

SHIRLEY AND COMPANY

1960

1960

RECEIVED  
CLERK OF COURT  
STATE OF ALABAMA  
1960

Received in Office

Loxley, Alabama

Defendant's place of

*Xylocopa*, etc.

[illegible]

\$ 1000.00

2/28

BOOK 337 PAGE 424

~~127/1000~~ Ninety Days after date, without grace, I promise to pay to the order of

Commercial Credit Equipment Corp.

One Thousand Dollars /and no/100 DOLLARS  
for value received.

PAYABLE AT New Orleans La

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:

Two Used M M Combines # 168 #169

Recorded  
and I certify that the following  
has been paid:

Deed Tax

Mortgage Tax

1.50  
Judge of Probate

By

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, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or 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 sales 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 of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits 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, and they agree that time of payment may be extended without notice to them of such extension. 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 of them.

ATTEST: Maryl Langham

Loxley Tractor Co.  
L H Bisher

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

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M 150

R115

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Comm Cred Equip Corp.  
8130 Palmetto St.  
New Orleans