

SUMMONS

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

AT LAW

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

You are hereby commanded to summons Henry S. Levens to appear before the Circuit Court, to be held for said County at the place of holding same, within thrity (30) days from service of this process, then and there to answer the complaint of Peoples Fertilizer Company, a corporation.

Witness my hand this 19 day of July, 1960.

Chas. J. Luck  
Clerk

\*\* \*\* \* \* \* \* \*

COMPLAINT

Peoples Fertilizer Company,     )  
a corporation,                     )  
Plaintiff,                         )  
Vs.                                 )  
Henry S. Levens,                   )  
Defendant.                         )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

I

The plaintiff claims of the defendant the sum of One Thousand Two Hundred Sixty-two and 69/100 (\$1,262.69) Dollars, due by promissory note made by the defendant on the 5th day of February, 1958, and payable on the 15th day of June, 1958, with interest from the 15th day of June, 1958, at the rate of six (6%) per cent per annum.

II

The plaintiff claims of the defendant the sum of One Thousand Two Hundred Sixty-two and 69/100 (\$1,262.69) Dollars, due by promissory note made by the defendant on the 5th day of February, 1958, and payable on the 15th day of June, 1958, with interest from the 15th day of June, 1958, at the rate of six (6%) per cent per annum.

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 Fifty and No/100 (\$350.00) Dollars, as such reasonable attorney's fee.

  
James A. Brice, Attorney for Plaintiff

The defendant, Henry S. Levens,  
resides at Loxley, Alabama.

FILED  
JUL 19 1960  
AL E. A. DUCK, Clerk

4324

Received 19 day of July 1960  
and on 19 day of July 1960  
I served a copy of the within  
on Henry S. Levens  
By service on \_\_\_\_\_

Peoples Fertilizer Company,  
a corporation,  
Plaintiff,  
Vs.  
Henry S. Levens,  
Defendant.

TAYLOR WILKINS, Sheriff  
By William H. Adams

Robert S. Adams

Sheriff claims 50  
Ten Cents per mile Total 600  
TAYLOR WILKINS, Sheriff  
BY 68  
DEPUTY SHERIFF

*[Handwritten signature]*  
DEPUTY SHERIFF

FILED  
JUL 19 1960  
ALICE J. DUCK, Clerk

# NOTE AND MORTGAGE

303 291 368

\$ 1262.69

Foley, Alabama,

Jul 5, 1958

On June 15, 1958, I (or we), hereinafter referred to as the "Maker," for value received promise to pay to the order of PEOPLES FERTILIZER COMPANY, hereinafter referred to as the "Payee," Twelve Hundred sixty-two & 69/100 Dollars, with interest at the rate of 6% per annum, from maturity, payable at the office of the Payee in Foley, Alabama.

To secure the payment of this or any other debt I (or we) may owe the Payee before this instrument is paid, I, (or we), hereby grant, bargain, sell and convey unto said Payee, its successors and assigns, my, or our, entire crop of cotton, corn, soybeans, potatoes, and all other agricultural products growing or to be grown by me, or by us, my, or our tenants, share-croppers, laborers and/or employees, and produced during the year 1958, upon that certain piece or parcel of land located in Baldwin County, Ala, described as follows:

That such crops shall consist of the following acreages: cotton \_\_\_\_\_ acres; corn \_\_\_\_\_ acres; soybeans \_\_\_\_\_ acres; potatoes \_\_\_\_\_ acres; other farm products \_\_\_\_\_ acres.

Also the following described personal property owned by the Maker, which said property is free and clear from any liens and encumbrances and is located upon the lands hereinabove described, viz:

STATE OF ALABAMA, BALDWIN COUNTY  
 Recorded in Book 2-6-18, Page 262  
 and I certify that the following Privilege Tax  
 has been paid:  
 Deed Tax  
 Mortgage Tax  
 By \_\_\_\_\_  
 Judge of Probate

Should maker pay all amounts due hereunder and all other debts so owing to Payee, then this instrument to be void, otherwise to remain in full force and effect, 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 hereof shall be given for one day by posting written notice at the Court House door of Baldwin County; Payee may bid for 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 retaking, 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 collection or securing or attempting to collect or secure, such debts, including reasonable attorneys' fees, 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:

Henry S. Lewis (SEAL)  
 \_\_\_\_\_ (SEAL)

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

Address \_\_\_\_\_

Each endorser, surety and guarantor, whose name appears below, hereby waives all his right of exemption to personal property under the laws of the State of Alabama or any other State as against this debt and also waives presentment for payment, protest, and notice of protest and non-payment of within note, and agrees that he shall be bound by this instrument until the debt secured thereby is fully paid.

*Robert J. Kelly*  
*60.*  
*195*  
*100*  
*191*

*41324*

*878-168*

*Henry S. Lewis*

*u*

*2-5-58*