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 /9 day of July, 1960.

Glise Clerk

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COMPLAINT

Peoples Fertilizer Company, a corporation,

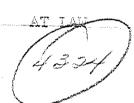
Plaintiff,

Vs.

Henry S. Levens,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA



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.

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The plaintiff claims of the defendant the sum of One Thousard 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

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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.

mes A. Brice, Attorney for Plaintiff

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

FILE 1960: ADEL DUCK, CLORE

a corporation, Plaintiff, By service on... TAYLOR WILKING S Henry S. Levens, Defendant. Ton Cents per mile Tetal JAYLOR WILKINS

46) 788.

NOTE AND MORTGAGE

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1764.69	Foley, Alabama,	July J , 19 18
)	\sqrt{f} , 19 \sqrt{f} , I (or we), hereinafter	
	OPLES FERTILIZER COMPANY, hereinafte	
received promise to pay to the order of PEC	Dollars, with interest at the rad	from maturity nav-
11 It office of the Perroe in Foley Alal	hama.	
To secure the payment of this or any hereby grant, bargain, sell and convey unto speciators and all other agricultural products	other debt I (or we) may owe the Payee be said Payee, its successors and assigns, my, or growing or to be grown by me, or by us, m	ly, or our tenants, share-croppers, laborers
and/or employees, and produced during the	year 19 1/2, upon that certain piece or p	arcel of land located in
County,, described	as follows:	
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Or	ar H	19 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
That such crops shall consist of the follow	ing acreages: cottonacres, corn s acres.	acres; sovietais acres;
	s acres.	
potatoes acres; other farm product Also the following described personal	hereinabove described, viza	operty is free and clear from any liens and
Also the following described personal encumbrances and is located upon the lands	The state of the s	
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wise to remain in full force and effect, and thereof when due, or should maker cause, a encumbered, removed from County, loaned any bankruptcy or any receivership proceed hereunder or secured hereby shall at once hing all attachments or equipment thereon, a conditions and at such place or places as Pawritten notice at the Court House door of proceeds of any sale shall be applied, first, preservation of said property or of title of ney's fee; second, to full payment of all an and the balance to be paid to Maker. The parties to this instrument, whet all amounts due hereunder and secured her Constitution and laws of Alabama, or any or securing or attempting to collect or securing	ereunder and all other debts so owing to Par should maker fail to pay the debts secured attempt or permit said property or any part to r subjected to any claim or lien of other par dings, or should Payee deem itself insecure, we due and payable and Payee may take posse and in case of livestock the increase thereof, yee deems fit; should sale be public notice he Baldwin County; Payee may bid for and pure, to the payment of all expenses and charges Payee, or for retaking, holding, repairing and nounts due Payee, including all expenses and ther maker, indorser, surety or guarantor, each eby and as to such debts or any renewal there other state, as to personal property and each re, such debts, including reasonable attorneys a severally waive demand, presentment, protest ee that time of payment may be extended with	chereof to be sold, abused, assigned, attached, rties; or should maker become the subject of then, in any of said events, all amounts due ession of and sell all of said property, includable to be public or private upon such terms, ereof shall be given for one day by posting chase property at any sale hereunder. The in connection with the enforcement hereof, d selling same, including a reasonable attorcharges in connection with this instrument hereof, waives all right to exemption under the severally agrees to pay reof, waives all right to exemption under the severally agrees to pay all costs of collection fees, whether the same be collected or set, notice of protest, suit and all other requirement of the same be considered to the most such extension.
WITNESSES:	1/1 mass	S. Luino (SEAL)
	-/4 - / ·	(SEAL)
		(32)
	No	
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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.

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