SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon EUGENE D. ARD, doing business as ARD'S POULTRY AND EGG CO., 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 THE FIRST BANK & TRUST COMPANY OF PENSACOLA, a Florida corporation.

Witness my hand this the 9th day of February, 1961.

COMPLAINT

THE FIRST BANK & TRUST COMPANY OF PENSACOLA, A Florida corporation,

PLAINTIFF

IN THE CIRCUIT COURT OF

×.

VS:

BALDWIN COUNTY, ALABAMA

AT LAW

EUGENE D. ARD, doing business as ARD'S POULTRY AND EGG CO.,

DEFENDANT)

COUNT I:

The plaintiff claims of the defendant SIX HUNDRED & 00/100 DOLLARS (\$600.00), due by promissory note made by him on the 13th day of February, 1960, and payable on the 13th day of May, 1960, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$90.00.

COUNT II:

The plaintiff claims of the defendant FOUR HUNDRED & 00/100 DOLLARS (\$400.00), due by promissory note made by him on the 6th day of June, 1960, and payable on the 6th day of July, 1960, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$60.00.

COUNT III:

The plaintiff claims of the defendant TWO HUNDRED NINE & 07/100 DOLLARS (\$209.07), due by promissory note made by him on the 1st day of March, 1960, and payable on the 1st day of May, 1960, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$30.00.

COUNT IV:

The plaintiff claims of the defendant ONE THOUSAND NINE HUNDRED EIGHTY-FOUR & 10/100 DOLLARS (\$1,984.10), due by promissory note made by him on the 1st day of June, 1960, and payable on the 1st day of August, 1960, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$300.00.

COUNT V:

The plaintiff claims of the defendant FIFTY-TWO & 28/100 DOLLARS (\$52.28), due by promissory note made by him on the 30th day of April, 1960, and payable on the 30th day of June, 1960, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$10.00.

COUNT VI:

The plaintiff claims of the defendant NINE HUNDRED SIXTY-TWO & 82/100 DOLLARS (\$962.82), due by promissory note made by him on the 20th day of June, 1959, and payable on the 20th day of December, 1960, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$150.00.

COUNT VII:

The plaintiff claims of the defendant the following personal property, to wit:

- 1- 1957 Oldsmobile 4-Dr Sedan I.D.# 577 A 17507;
- 1- 1959 International Pick-Up Truck A-100,
 I.D.# SA525054, Mtr. # 508315;

with the value of the hire or use thereof during the detention, to wit: from the 20th day of December, 1960.

Said Bill of Sale and chattel note, which is the basis of this detinue, provides for a reasonable attorney's fee, which plaintiff alleges to be \$100.00

Attorney for plaintiff

The defendant's address is: Summerdale, Alabama

FEB 9 1961 AUGE J. DUCK, CLERK REGISTER LAW OFFICE OF

FOREST A. CHRISTIAN FOLEY, ALABAMA

March 18, 1961

Honorable H. M. Hall Judge of Circuit Court Bay Minette, Alabama

Re: The First Bank & Trust Co.

vs: Eugene D. Ard, d/b/a Ard's Poultry & Egg Co.

Case No. 4595

Dear Judge Hall:

You will recall that on Friday I took a judgment in this case for \$4,152.71. In doing so I gave Mr. Ard credit on two automobiles, which was the appraisal value. On my return I stopped by Mr. Ard's home and he stated that he has a friend who intends to buy these automobiles for \$1,000.00.

In order to avoid confusion in the future as to credits on the judgment, I think that it would be better for me to have you enter the total amount of \$4,952.71 and then I can enter credits on the judgment as payments are made. Also, I will give credit on the face of the Certificate of Judgment for the payments on the automobiles before recording.

Accordingly, kindly change the amount of the judgment to \$4,952.71.

With best wishes, I am

FØREST Å. CHRISTIAN

Cordially you

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for value received with interest at the rate ofper cent p Negotiable and payable at THE FIRST BANK & TRUST CO. OF 1	
I (we) have deposited with said payee, as collateral security for the payment of this and as security for the payment of any other liability or liabilities of every nature of	note, and any other note or notes, given in extension or renewal thereof,
existing or hereafter arising, the below-mentioned property, viz.:	
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I (we) further agree to deposit, upon demand by the said payee, any additional colprincipal or any installment of interest when due, or in case of happening of any even provisions or requirements of this obligation, then this note, and all other liabilities of the able, anything to the contrary herein or therein notwithstanding, and the said payee may his (their) option, the whole of said collateral or any part thereof, or any substitute ther unto, or left in possession of the said payee by the undersigned, for safe keeping or otherwinterest, accounting to me (us) for the surplus, if any. In case of deficiency, I (we) prisale, with interest at the rate of eight per cent, per annum. It is hereby understood and be applicable to any other note, liability or claim held by said payee against me (us). In the crty of the undersigned, or any party hereto, or any suit being brought or attachment or gar dorser, guarantor, or party in anywise liable upon this or any other obligation of any min bankruptcy by or against or the making of a general assignment by the undersigned, any other act of insolvency of the said parties, however expressed or indicated, or in case note and all other liabilities of the undersigned, or any of them, shall instantly, without or addition to, the collateral above named, the provisions of this note shall apply to such the said payee or the holder hereof, may become the purchaser thereof, and hold the same it. The said payee is hereby also given a lien for the amount of all said liabilities upon any on deposit or otherwise, to the credit of or belonging to the undersigned, and upon any on any apply same to the payment of this note or any other liability of any kind herein payable under any of the provisions herein contained. The undersigned also agrees that hereof, of any of the rights and privileges hereby conferred upon said payee or the holde cise the same. All makers, endorsers and persons now or hereafter becoming parties it payment and protest. It is hereby agreed by each maker and endorse	at hereinafter mentioned, or of default in any of the other conditions, he undersigned to said_payee, shall immediately be deemed due and paysell without notice, advertisement or demand, at public or private sale, at efor, or any additions thereto, or any other securities or property given wise, and apply the net proceeds to the payment of this note, including romise to pay to the said payee the amount thereof forthwith after such a greed that any excess of collateral (or proceeds thereof, if sold) shall e event of any application for the appointment of a Receiver for any proportishment issued or applied for, against the undersigned or any maker, anker or endorser of this note, to the payee, or of the fling of a petition or any guarantor or endorser of this note, or any party hereto, or of of the death of the maker of this note, then, and in any such ease, this notice or demand, become due and payable. In case of any exchange of, new or additional collateral. Upon any sale of any of said collaterals, hereafter in his (their) own right, absolutely free from claim by me (us), and all moneys, now or hereafter coming in the hands of the said payee lebt whether due or not owing by the payee to the undersigned, the payee tentioned, when and as the same mature at their due dates or become the exercise, or the omission to exercise, by said payee, or the holder refered, hereby waive demand and protest, and notice of demand, nonversall pay all costs and expenses of collecting or attempting to collect, or due under the terms hereof, including a reasonable attorncy's or collecter, or otherwise. It is further agreed that upon any transfer of this ee, who shall thereupon become vested with all the powers and rights and surteies agree that this note may, in whole or in part, be extended
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MAILING ADDRESS.	
YOUNG SCLOEN CO.	

In consideration of the making, at the request of the undersigned, of the loan evidenced by the within note, upon the terms hereof, which are hereby agreed to by the undersigned, and of the sum of one dollar, the receipt of which is hereby acknowledged, the undersigned, (who, if two or more in number, shall be jointly and severally bound) hereby guaranty to The First Bank & Trust Co. of Pensacola, its successors, endorsers and assigns, the punctual payment of the within note at maturity or whenever it becomes due in accordance with any of the terms thereof, and hereby consent that the security for said loan may be exchanged or surrendered, from time to time, or the payment of the within note or any of the liabilities of the maker thereof may be extended or any of the provisions of said note may be modified without notice to or further assent by the undersigned, who will remain bound hereon, notwithstanding such exchange, surrender or modification. The undersigned hereby waive demand of payment from the maker of said note, and also waive notice of non-payment thereof, notice of said of any of the collateral therefor and all other notices in connection therewith. We agree to pay all costs of enforcing this guaranty, including a reasonable attorney's fee whether enforced with or without suit.

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THE LIKST LA	ANK BE TRUST COMPANY OF TENSAUGEA
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for value received with interest at the rate of	per cent per annum from Dec until paid.
	ANK & TRUST CO. OF PENSACOLA, Pensacola, Florida.
I (we) have deposited with said payee, as collateral s and as security for the payment of any other liability	ecurity for the payment of this note, and any other note or notes, given in extension or renewal thereof, or liabilities of every nature of the undersigned to the said payee, due or to become due, whether now
existing or hereafter arising, the below-mentioned property	7, Viz.:

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principal or any installment of interest when due, or in provisions or requirements of this obligation, then this no able, anything to the contrary herein or therein notwithste his (their) option, the whole of said collateral or any part unto, or left in possession of the said payee by the undersignet, excounting to me (us) for the surplus, if any, sale, with interest at the rate of eight per cent. per annumbe applicable to any other note, liability or claim held by selectly of the undersigned, or any party hereto, or any suit being dorser, guarantor, or party in anywise liable upon this or in bankruptcy by or against or the making of a general any other act of insolvency of the said parties, however exported and all other liabilities of the undersigned, or any of or addition to, the collateral above named, the provisions the said payee is hereby also given a lien for the amount on deposit or otherwise, to the credit of or belonging to the may apply same to the payment of this note or any other payable under any of the provisions herein contained. The hereof, of any of the rights and privileges hereby conferred in the control of the same. All makers, endorsers and persons now opayment and protest. It is hereby agreed by each maker securing or attempting to secure, this note, after failure tor's fee for all services rendered in any way, or in any securing or attempting to secure, the securing or attempting to secure, the same of the rights and privileges hereby conferred to a supplies the same of the payable under any of the provisions herein contained. The hereof, of any of the rights and privileges hereby conferred in any supply same to the payable under any of the securing of the payable under any of the payable un	the said payee, any additional collecteral by him (them) required. In case of default in payment of the case of happening of any event hereinatter mentioned, or of default in any of the other conditions, te, and all other lidbifities of the undersigned to said payee, shall immediately be deemed due and paymiding, and the said payee may sell without notice, advertisement or demand, at public or private sale, at thereof, or any substitute therefor, or any additions thereto, or any other securities or property given gred, for safe keeping of otherwise, and amply the net proceeds to the payment of this note, including in case of deficiency, I (we) promise to pay to the said payee the amount thereof forthwith after such m. It is hereby understood and agreed that any excess of collateral (or proceeds thereof, if sold) shall did payee againstime (us). In the event of any application for the appointment of a Receiver for any proposing brought or attrictment or garnishment issued or applied for, gainst the undersigned or any maker, enancy other obligation of any maker or endorser of this note, to the payee, or of the filing of a petition assignment by the undersigned, or any guarantor or endorser of this note, or any party hereto, or of pressed or indicated, or in case of the death of the maker of this note, then, and in any such case, this tem, shall instantly, without notice or demand, become due and payable. In case of any exchange of, of this note shall apply to such new or additional collateral. Upon any sale of any of said collaterals, set thereof, and hold the same thereafter in his (their) own right, absolutely free from claim by me (us), of all said liabilities upon any and all moneys, now or hereafter coming in the hands of the said payee in liability of any kind herein mentioned, when and as the same mature at their due dates or become a undersigned also agrees that the exercise, or the omission to exercise, by said payee, or the holder hereof, shall not waive or affect any other or subsequent right to exerci
(Illi	MAILING ADDRESS.

YOUNG & SELDEN CO.

In consideration of the making, at the request of the undersigned, of the loan evidenced by the within note, upon the terms hereof, which are hereby agreed to by the undersigned, and of the sum of one dollar, the receipt of which is hereby acknowledged, the undersigned, (who, if two or more in number, shall be jointly and severally bound) hereby guaranty to The First Bank & Trust Co. of Pensacola, its successors, endorsers and assigns, the punctual payment of the within note at maturity or whenever it becomes due in accordance with any of the terms thereof, and hereby consent that the security for said loan may be exchanged or surrendered, from time to time, or the payment of the within note or any of the liabilities of the maker thereof may be extended or any of the provisions of said note may be modified without notice to or further assent by the undersigned, who will remain bound hereon, notwithstanding such exchange, surrender or modification. The undersigned hereby waive demand of payment from the maker of said note, and also waive notice of non-payment thereof, notice of sale of any of the collateral therefor and all other notices in connection therewith. We agree to pay all costs of enforcing this guaranty, including a reasonable attorney's fee whether enforced with or without suit.

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I (we) further agree to deposit, upon demand by the said payee, any additional collateral by him (the principal or any installment of interest when due, or in case of happening of any event hereinafter men provisions or requirements of this obligation, then this note, and all other liabilities of the undersigned to able, anything to the contrary herein or therein notwithstanding, and the said payee may sell without notice his (their) option, the whole of said collateral or any part thereof, or any substitute therefor, or any addit unto, or left in possession of the said payee by the undersigned, for safe keping or otherwise, and apply the interest, accounting to me (us) for the surplus, if any. In case of deficiency, I (we) promise to pay to the all the interest at the rate of eight per cent, per annum. It is hereby understood and agreed that any be applicable to any other note, liability or claim held by said payee against me (us). In the event of any apperty of the undersigned, or any party hereto, or any suit being brought or attachment or garnishment issued or dorser, guarantor, or party in anywise liable upon this or any other obligation of any maker or endorser of in bankruptcy by or against or the making of a general assignment by the undersigned, or any garnator any other act of insolvency of the said parties, however expressed or indicated, or in case of the death of the note and all other liabilities of the undersigned, or any of them, shall instantly, without notice or demand, or addition to, the collateral above named, the provisions of this note shall apply to such new or additiona the said payee or the holder hereof, may become the purchaser thereof, and hold the same thereafter in his (the The said payee is hereby also given a lien for the amount of all said liabilities upon any and all moneys, no on deposit or otherwise, to the credit of or belonging to the undersigned and upon any debt whether due or may apply same to the payment of this note or any other liability and undersigned and privilege	ationed, or of default in any of the other conditions, said payee, shall immediately be deemed due and payer, advertisement or demand, at public or private sale, at dons thereto, or any other securities or property given ee net proceeds to the payment of this note, including he said payee the amount thereof forthwith after such excess of collateral (or proceeds thereof, if sold) shall dication for the appointment of a Receiver for any propapplied for, against the undersigned or any maker, enf this note, to the payee, or of the filing of a petition or endorser of this note, or any party hereto, or of emaker of this note, then, and in any such case, this become due and payable. In case of any exchange of, il collateral. Upon any sale of any of said collaterals, believ own right, absolutely free from claim by me (us), we or hereafter coming in the hands of the said payee or not owing by the puyee to the undersigned, the puyee and as the same mature at their due dates or become he omission to exercise, by said payee, or the holder waive or affect any other or subsequent right to exerve demand and protest, and notice of demand, nons and expenses of collecting or attempting to collect, or come hereof, including a reasonable attorney's or collecting the severe way of the payer of this process and expenses of the payer of the process and expenses of the payer of the process and expenses of the payer of the payer of the payer of the payers of

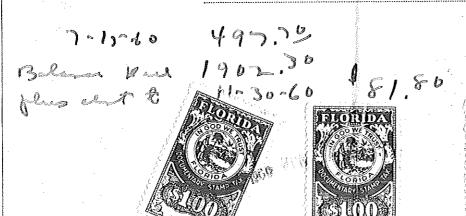
In consideration of the making, at the request of the undersigned, of the loan evidenced by the within note, upon the terms hereof, which are hereby agreed to by the undersigned, and of the sum of one dollar, the receipt of which is hereby acknowledged, the undersigned, (who, if two or more in number, shall be jointly and severally bound) hereby guaranty to The First Bank & Trust Co. of Pensacola, its successors, endorsers and assigns, the punctual payment of the within note at maturity or whenever it becomes due in accordance with any of the terms thereof, and hereby consent that the security for said loan may be exchanged or surrendered, from time to time, or the payment of the within note or any of the liabilities of the maker thereof may be extended or any of the provisions of said note may be modified without notice to or further assent by the undersigned, who will remain bound hereon, notwithstanding such exchange, surrender or modification. The undersigned hereby waive demand of payment from the maker of said note, and also waive notice of non-payment thereof, notice of sale of any of the collateral therefor and all other notices in connection therewith. We agree to pay all costs of enforcing this guaranty, including a reasonable attorney's fee whether enforced with or without suit.





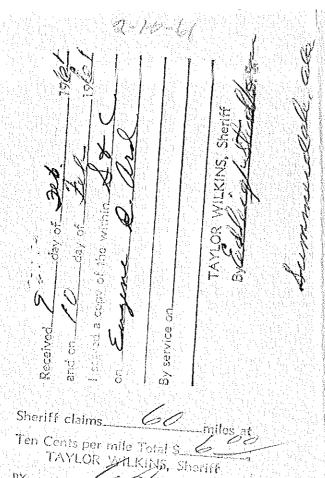


In consideration of the making, at the request of the undersigned, of the loan evidenced by the within note, upon the terms hereof, which are hereby agreed to by the undersigned, and of the sum of one dollar, the receipt of which is hereby acknowledged, the undersigned, (who, if two or more in number, shall be jointly and severally bound) hereby guaranty to The First Bank & Trust Co. of Pensacola, its successors, endorsers and assigns, the punctual payment of the within note at maturity or whenever it becomes due in accordance with any of the terms thereof, and hereby consent that the security for said loan may be exchanged or surrendered, from time to time, or the payment of the within note or any of the liabilities of the maker thereof may be extended or any of the provisions of said note may be modified without notice to or further assent by the undersigned, who will remain bound hereon, notwithstanding such exchange, surrender or modification. The undersigned hereby waive demand of payment from the maker of said note, and also waive notice of non-payment thereof, notice of sale of any of the collateral therefor and all other notices in connection therewith. We agree to pay all costs of enforcing this guaranty, including a reasonable attorney's fee whether enforced with or without suit.









20.4595

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

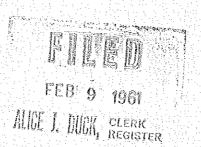
THE FIRST BANK & TRUST COMPANY OF PENSACOLA, a Florida corporation,

PLAINTIFF

VS:

EUGENE D. ARD, doing business as ARD'S POULTRY AND EGG CO.,

DEFENDANT



LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

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TO THE ORDER OF THE FIRST	BANK & TRUST COMPANY	OF PENSACOLA, E	- (31)
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PENSAGOLA, FLA.

PENSAGOLA, FLA.

AFTER DATE

PROMISE TO PAY

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FOR VALUE RECEIVED WITH INTEREST AT THE ATTEMPT OF THE ANNUM FROM MATURITY

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x Engene D. ard

Bole 11-30-10

All makers, endorsers and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. 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. 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 one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.

Balance 20mm 600 %. Plus elet & 11-30.668226

