

State of Alabama  
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Jesse Killcrease to appear and plead, answer or demur within thirty days to the Bill of Complaint filed in the Circuit Court of said County by Dicen Flowers as Plaintiff and against Jesse Killcrease as Defendant.

Witness my hand, this 16 day of May 1960.

Alice J. Duck  
Clerk

Dicen Flowers  
Plaintiff  
Vs  
Jesse Killcrease  
Defendant

In the Circuit Court of  
Baldwin County, Alabama  
At Law. No. 4259

1.

The Plaintiff claims of the Defendant Three hundred twenty eight and 20/100 dollars, due by chattel mortgage note made by him, with the Plaintiff as endorser, payable to the Baldwin County Bank at Bay Minette, Alabama, on to wit October 17, 1959. Said Plaintiff had to finish paying said note, which said note and the debt it was given to secure was assigned to Plaintiff by the Baldwin County Bank on to wit May 16, 1959, thereby subrogating the Plaintiff to all of the rights of collection of said Bank therein. The expenses and amounts paid on said note will more than equal the full amount of said note.

2.

The Plaintiff claims of the Defendant One hundred dollars as a reasonable Attorneys fee for the collection of said note described in Count 1, above, as provided for therein.

FILED

MAY 16 1960

ALICE J. DUCK, Clerk

Robert H. Bailey  
Attorney for the Plaintiff

*Stockton 4259*

RECORDED

Received 17 day of May 1960  
and on 17 day of May 1960

I served a copy of the within DEC  
on Jesse Killcrease

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. A. Albert D. S.  
o m

45822

Dicen Flowers  
Plaintiff  
Vs  
Jesse Killcrease  
Defendant

Summons and Complaint

FILED  
MAY 16 1960  
ALICE J. DUCK, Clerk

\$ 328.20

BAY MINETTE, ALA.,

Oct. 17

58

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order, the sum of

Three hundred & Twenty Eighty & 20/100-----

Dollars,

payable in 12 installments of \$ 27.35 each, except the final installment which shall be \_\_\_\_\_; the first

installment shall be due on Nov. 15, 1958, after date hereof, and one of such remaining installments shall be due on the

\_\_\_\_\_ day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from

### Maturity

at the rate of \_\_\_\_\_ per cent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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 to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of

this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and

description, raised during the year 19\_\_\_\_ by us or under our direction, including all rents due or to become due us for the year 19\_\_\_\_ in Baldwin

County, Alabama, or elsewhere. Also

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, encumber or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in any case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: \_\_\_\_\_

No. 9649 Due \_\_\_\_\_

X Jesse S. Killcrease

Jessie Killcrease  
Bay Minette, Ala,

1703 Clark St.  
L. S.

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt 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, surely, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

Dicen Flowers (Seal)

Dicen Flowers (Seal)

Rt 2 Bay Minette (Seal)

STATE OF ALABAMA  
COUNTY OF BALDWIN

FOR VALUE RECEIVED, We hereby transfer, set over, assign, and deliver the within chattle mortgage note, together with the debt it was given to secure, together with all our right, title and interest therein, this 16th day of May, 1959, to  
Dicen Flowers,

Baldwin County Bank

By

[Signature]  
Cashier