

Harrington Motor Company,
a Corporation, - - - - Plaintiff,

vs

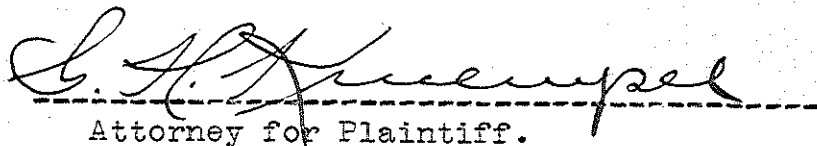
M. Nixon, - - - - - Defendant.

CAUSE OF ACTION:

Plaintiff claims of the Defendant the sum of Three Hundred and Twenty (\$320.00) Dollars due by promissory Notes made by the Defendant on to-wit: The 19th. day of June, 1917 and due and payable on the 20th. day of July 1917 together with Interest thereon.

Plaintiff avers that so far as the debt is concerned, the Defendant waived all right to have exempted to him any personal property which now is, or hereafter may be exempted to him under the Constitution and Laws of Alabama.

Plaintiff further claims of the Defendant a reasonable Attorneys fee, as provided for in said Notes, which Plaintiff avers is \$50.00


Attorney for Plaintiff.

The State of Alabama
Baldwin County

No.

Circuit Court

..... Spring Term, 191.8

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon M. Nixon

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, State of Alabama, at Bay Minette, against him

the Defendant..... by.....

Harrington Motor Company, a Corporation.

Plaintiff

Witness my hand this 18th day of January

191.8

J. W. Rice

Clerk.

Complaint

..... Plaintiff Versus

The plaintiff claims of the defendant

..... Dollars due by

.....
Plaintiff's Attorney.

1st Circuit

No.

State of Alabama
Baldwin County

CIRCUIT COURT

Herrington Motor Co.

vs.

Plaintiffs

M. Nixon

Defendants

Summons and Complaint

Filed Jan 18th 1918.

Clerk.

Defendant lives at

Bay Minette, Ala.

G. H. Krueger.

Plaintiff's Attorney

Defendant's Attorney

Times Print—Bay Minette.

Received in office

Jan 18 1918
O. E. Eubanks Sheriff

I have executed this Writ

this Jan 18 1918
by leaving a copy of the within summons and com-
plaint with

M. Nixon

O. E. Eubanks Sheriff.

Deputy Sheriff.

State of Alabama,
Mobile County.

Harrington Motor Company - - Plaintiff,
vs
M. Mixon, - - - - - Defendant.

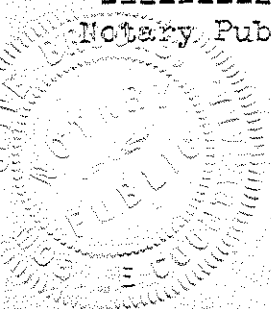
Before me the undersigned, a Notary Public in and for the said County and State personally appeared this day J. M. Oliver personally known to me, who after first by me being duly sworn, on oath says, that the Defendant M. MIXON is engaged as a Merchant in civilian pursuit, and is not in the Military Service of the United States, according to sec. 101 of the Soldiers and Sailors Civil Relief Act, and that he knows this from ~~her~~ own personal knowledge.

J. M. Oliver

Sworn to and subscribed before me
this 14 day of May, 1918

Oliver Brooks

Notary Public, Mobile County, Ala.



\$ 400.00

MOBILE, ALA.

6/19

1917

July 19, 1917 AFTER DATE, WITHOUT GRACE, 2 PROMISE TO PAY TO

THE ORDER OF

Harrington Motor Les

Forty and no/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE FIRST NATIONAL BANK, IN MOBILE, ALA.

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:

1 Dodge Automobile # 55806

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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 consigned. 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 to this instrument, whether maker, endorser, surety, or guarantor, 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 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,

ATTEST:

M. J. Wilson,

Ray Minette, Jr.

2

\$4000

MOBILE, ALA.

6/19

1917

Aug. 19, 17

AFTER DATE, WITHOUT GRACE,

I

PROMISE TO PAY TO

THE ORDER OF

Harry M. Motes

Forty and 00/100

DOLLARS

with interest

FOR VALUE RECEIVED, PAYABLE AT THE FIRST NATIONAL BANK, IN MOBILE, ALA.

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:

1 Dodge Automobile # 55806

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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.

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ATTEST:

J. M. Mison

Ray M. Mison

3

\$ 40.00

MOBILE, ALA. 6/19 1917

Sept. 19, 17 AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO

THE ORDER OF Hawkington Motor Co

Forty and no/100 DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE **FIRST NATIONAL BANK**, IN MOBILE, ALA.

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:

1 Dodge Automobile # 55806

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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 consuted. 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 to this instrument, whether maker, endorser, surety, or guarantor, 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 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.

ATTEST:

M. Nixon

Ray M. Nixon

\$4000

MOBILE, ALA.

6/11

1917

Oct. 19, 17

AFTER DATE, WITHOUT GRACE, 2

PROMISE TO PAY TO

THE ORDER OF

Hawthorn Motor Co

Forty and no/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE FIRST NATIONAL BANK, IN MOBILE, ALA.

with int
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:

1 Dodge Auto mobile # 55806

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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 to this instrument, whether maker, endorser, surety, or guarantor, 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 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.

M. Wilson

ATTEST:

5

\$40.00

MOBILE, ALA.

6/19

1917

Nov. 19, 17 AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO

THE ORDER OF

Harrington Motor Res.

Forty and no/100 DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE FIRST NATIONAL BANK, IN MOBILE, ALA.

with out
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:

1 Dodge Auto mobile # 55806

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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.

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ATTEST:

M. M. Wilson

6

\$400.00

MOBILE, ALA.

6/19

1917

Dec. 19 17 AFTER DATE, WITHOUT GRACE, & PROMISE TO PAY TO

THE ORDER OF

Harrington Motor Co

Forty and 00/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE FIRST NATIONAL BANK, IN MOBILE, ALA.

with int
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:

1 Dodge Auto mobile # 55-806

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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 consuted. 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.

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ATTEST:

M. J. Wilson

7. \$400.00

MOBILE, ALA. 6/19 1917

Jan. 19, 17 AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO

THE ORDER OF

Harrington Motor Co

Forty and 00/100 DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE FIRST NATIONAL BANK, IN MOBILE, ALA.

with int
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:

1 Dodge Automobile # 55-806

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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.

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ATTEST:

M. Nixon

8 \$ 40.00

MOBILE, ALA. 6/19 1917

Feb. 19, 1917 AFTER DATE, WITHOUT GRACE, PROMISE TO PAY TO

THE ORDER OF Harrington Motor Co.
Forty and 00/100 DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE **FIRST NATIONAL BANK**, IN MOBILE, ALA.

with out
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:

1 Dodge Automobile # 55816

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, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, 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 consuted. 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.

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J. N. Nixon

ATTEST: _____