

GEORGE STYRON,

PLAINTIFF

VS

A. B. LEE,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

4794

COMPLAINT

I

The plaintiff claims of the defendant the sum of Two Thousand and NO/100 (\$2,000.00) Dollars principal, due by mortgage note made by said defendant on the 12th day of August 1957, and payable on the 12th day of February 1958, with interest from the 12th day of August 1957, at the rate of eight (8%) per cent per annum.

II

The Plaintiff claims of the Defendant the sum of Two Thousand and NO/100 (\$2,000.00) Dollars principal, due by mortgage note made by said defendant on the 12th day of August 1957, and payable on the 12th day of February 1958, with interest from the 12th day of August 1957, at the rate of eight (8%) 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 plaintiff further claims of the defendant the further and additional sum of One Hundred Fifty and NO/100 (\$150.00) Dollars as such reasonable attorney's fee.

FILED

AUG 1 1961

ALICE J. DUCK, CLERK  
REGISTER

James A. Quinn  
Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

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

\_\_\_\_\_ TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon

A. B. Lee

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 \_\_\_\_\_

A. B. Lee

\_\_\_\_\_, Defendant\_\_\_\_\_

by \_\_\_\_\_

George Styron

\_\_\_\_\_, Plaintiff\_\_\_\_\_

Witness my hand this \_\_\_\_\_

day of \_\_\_\_\_

1961

Ex 8-7-61

Alice J. Duck Clerk

**STATE of ALABAMA**

**Baldwin County**

**CIRCUIT COURT**

George Styron

Plaintiffs

vs.

A. B. Lee

Defendants

**Summons and Complaint**

Filed

**FILED**

19

**AUG 1 1931**

Clerk

**ALICE J. DICK, CLERK  
REGISTER**

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

LINDEN, ALA.

Received In Office

, 19

Sheriff.

I have executed this summons + Compl

this

1st Day of Aug

1931

by leaving a copy with

A. B. Lee

Sheriff.

Deputy Sheriff.

JAMES A. BRICE  
ATTORNEY AT LAW  
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

September 12, 1961

Mrs. Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

Re: George Styron  
Vs: A. B. Lee  
AT LAW, No. 4794

Dear Mrs. Duck:

Kindly place the above file before Judge Hall for judgment for the plaintiff by default, for \$2000.00 principal, \$480.00 interest, and \$150.00 attorney's fee, a total of \$2,630.00.

Please send me a certificate of judgment. The promissory note, foundation of the suit, is herewith enclosed.

Sincerely,

  
James A. Brice

jab:mm  
encl

\$ 2000.00

Foley, Baldwin County, Alabama, 19

ON OR BEFORE the 12th day of February, 1958 I or we, promise  
to pay to the order of George Styron at Farmers & Merchants Bank,  
Foley, Ala., the sum of Two Thousand - - - - - DOLLARS  
for value received, with interest at the rate of eight per cent (8%) per annum, from ~~January~~ DATE

The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to Farmers & Merchants Bank of Foley, its successors and assigns, the following described property, to-wit:—

All my entire shop tools, equipment, fixtures of every kind and description;

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument, and the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

WITNESS.

G. B. Lee (SEAL)

(SEAL)

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

A handwritten signature in black ink, appearing to be "J.P." or similar initials, located at the bottom left of the page.

BALANCE	
Feb. 12, 1958	4/100 20 Interest, B.L.
Benjamin the man's	
Note entered for 6 mo.	
Aug. 12, 1958	B.L. L.

[illegible]

8/1/61

MRS. DUCH:

Kindly allow Mr. Styron to carry these papers to the Sheriff of Marengo County. We have had great difficulty in the past getting service on the defendant, and Mr. Styron wants to "help" the Sheriff serve A.B. Lee. (After Filing).

Thank you

Jim Bruce

STATEMENT

LAW OFFICE OF  
JAMES A. BRICE

FOLEY, ALABAMA  
August 2, 1961

Mrs. Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

Enclosure: Summons and Complaint  
George Styron vs A. B. Lee  
Served 8-1-61 by Ernest Lolley