

Account No. _____

NOTE

LOAN NO. 717Date 4/1/61

(5143)

For value received, I/we jointly and severally promise to pay to the order of

FAIRHOPE FINANCE COMPANY
390 Fairhope Avenue, Fairhope, Alabamathe sum of Three Hundred + 45/100 Dollars (\$ 300.45)
in 15 semi-monthly monthly installments of \$ 20.03 each, the first installment due 5/1/61
and the final installment due 7/1/62

Maturity Date

The makers, co-makers, endorsers, sureties, or guarantors of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them and expressly waive as to this debt, all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and they agree that the time of payment may be extended without notice to them of such extension. I/we agree to pay all reasonable attorney's fees and court costs incurred in the collection of this note.

I/we agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by reason of default or extension agreement. Interest on this note shall accrue from the due date of the final installment hereunder to six months thereafter at the same rate as the original loan but only at 8% per annum after the final installment becomes six months delinquent.

We are over the age of 21 years, and for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property:

One 1951 Mercury 4 Dr Sedan Mtr # 515A18108MRudolph Baker
Name of Borrower
Rt 1 Box 213 M Fairhope
Address of BorrowerWitness our hands and seals this date
X Rudolph & Baker (Seal)
Signature of BorrowerR. H. Mark
Address of BorrowerAmount of Advance \$ 237.75
Interest @ 6.45 %
Insurance \$ 2.25
Filing \$ 0
Name of Person Making Loan R. H. MarkEndorser (Seal)
Address of Endorser

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public in and for said State, hereby certify that _____ whose name _____ signed to the foregoing mortgage, and who _____ known acknowledged before me on this day that, being informed of the contents of this mortgage, _____ executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 1961.
NOTARY PUBLIC REGISTER

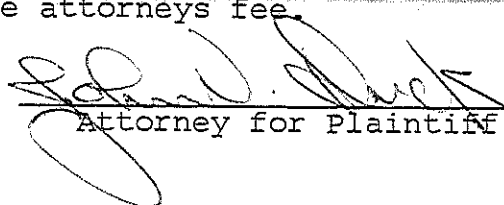
R. C. MACON, Individual)
d/b/a Fairhope Finance Company) IN THE CIRCUIT COURT OF
Plaintiff) BALDWIN COUNTY, ALABAMA
V.) AT LAW
RUDOLPH BAKER,) 5143
Defendant)

COUNT ONE

Plaintiff claims of the Defendant the sum of TWO-HUNDRED TWENTY AND 45/100 (\$220.45) DOLLARS due by promissory note made by him on the 1st day of April, 1961 and payable on the 1st day of May, 1962, with interest thereon.

That in and by the terms of said note, Defendant waived as to this debt, all rights of exemption under the Constitution and Laws of the State of Alabama, and plaintiff now claims the benefit of this waiver.

That in and by the terms of said note, Defendant agreed to pay all costs of collection, including a reasonable attorneys fee and plaintiff claims the further and additional sum of FIFTY (\$50.00) DOLLARS, as a reasonable attorneys fee.


Attorney for Plaintiff

Defendant may be served at:
Frego Farms or Farm of
Elroy McKenzie, Barnwell, Ala.

FILED

MAY 15 1962

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RUDOLPH BAKER

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 RUDOLPH BAKER

_____, Defendant_____

by R. C. MACON, Individual d/b/a Fairhope Finance Company

_____, Plaintiff_____

Witness my hand this 15 day of May 1962

Alice J. Swank, Clerk

No. 5-143 Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

R. C. MACON, Individual
d/b/a Fairhope Finance Company

Plaintiffs

vs.

RUDOLPH BAKER

Defendants

SUMMONS and COMPLAINT

Filed

FILED

MAY 15 1962

, 19

, Clerk

ALICE J. DUCK,

CLERK
REGISTER

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
May be served at: Frego Farms
or Elroy McKenzie Farms,
Barnwell, Alabama

RECEIVED IN OFFICE

5-15, 1962

, Sheriff

I have executed this summons

this June 1, 1962

by leaving a copy with

Rudolph Baker

Sheriff claims 100

Ten Cents per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

miles at

Sheriff

Deputy Sheriff

Barnwell