

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P.O. DRAWER 190  
AREA CODE 205 - PHONE WH 3-2201  
FOLEY, ALABAMA 36535

May 25, 1964

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

Re: Farmers & Merchants Bank  
Vs: Clarence Evans  
Case No. 5983

Dear Judge Hall:

Kindly render a judgment on a promissory waive note  
in the total amount of \$350. The note is attached hereto.

Cordially yours,

  
FOREST A. CHRISTIAN

ORIGINAL  
NEGOTIABLE

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

\$ 574.20 11/10/1962 19

For value received the undersigned, jointly and severally, promise to pay to the order of

New Deal Motor Co. Foley, Ala.

the sum of Five Hundred Seventy Four & 20/100 ----- DOLLARS

payable in 56 equal consecutive { weekly X  
monthly  
semi-monthly } instalments of \$ 10.00 each and 1 equal

consecutive { weekly X  
monthly  
semi-monthly } instalments of \$ 14.20 each, beginning 11/17/1962, 19\_\_\_\_, at the

office of the New Deal Motor Co. Foley, Ala., with interest at 8 per cent per annum after maturity until paid, together with a reasonable attorney fee, if given after maturity to an attorney for collection.

THIS NOTE is given for part of purchase price of 1957 Mercury 4 dr. Hd Top RVH AT

Motor No. 57451497 Ala. 62 Tag No. 2-61702

Serial No. \_\_\_\_\_ By Clarence Evans (Seal)  
Title \_\_\_\_\_  
Street Address \_\_\_\_\_

Trade 51 Buick 66331605 \$50.

Cash Pd Dn. \$100.

Purchase price \$ 595 Less down payment of \$ 150.00 Plus finance charge \$ 52.00  
Recording 5.00  
Plus insurance \$ 61.00  
Sales Tax 8.20 Unpaid Balance due \$ 574.20

It is expressly agreed that the title to and ownership of all aforescribed property shall be and remain in

New Deal Motor Co. Foley, Ala.

herein known as dealer, or assigns, until the full purchase price thereof shall be paid in cash; and said merchandise shall remain personal property and not become a part of the realty or of any personal property to which it may be attached. Undersigned agrees that if this agreement be assigned assignee's rights shall be independent of any claim by undersigned against you. In case of any default in the payment of any installments due on this or either of said notes, or of any interest due or to become due thereon, the undersigned agrees to pay the dealer or assigns all costs of collection and in addition a reasonable attorney's fee if said note is given to an attorney for collection, and upon default in the payment of said note or notes or any instalment or any interest thereon the said note or notes shall be and become immediately due and payable in its or their entirety, and without notice the said dealer or assigns may retake the aforescribed property with or without legal process, and without being liable in any action therefor, and in any such event all payments theretofore made upon account of the said note or notes, or either of them, shall be retained by the said dealer or assigns and shall be deemed as compensation paid for by the use of said property by the maker or makers hereof. It is further expressly agreed that the said dealer or assigns may bring suit upon this or either of said notes, without waiving or affecting his, or their title to said property, and in that event or the event of any default where action be taken either by recovery of the property or other legal action, the said dealer, or assigns, shall have the right to recover in said suit or suits, in addition to the balance due on said note or notes and all interest thereon, all cost of collection and reasonable attorney's fees and commissions for such collection. It is understood and agreed that all rights and remedies hereunder are cumulative and not alternative. All rights of exemption and homestead laws, are hereby waived by the undersigned. It is further agreed that no renewal of this or either of said notes or the taking of additional security therefor shall be held to affect the title to said property as herein reserved to said dealer, or assigns. The undersigned further agrees to take good care of said merchandise and to be responsible for its loss by fire, theft or other casualty, and not to remove said merchandise from the street address of the undersigned shown hereon unless written consent is first obtained of you or your assigns. After the maturity of the said notes or notes, or either of them, the said dealer or assigns, shall have the right to insure and keep the aforescribed property insured in the sum of at least the aggregate amount remaining due upon all or any of the said notes, and the maker or makers hereof agree to pay in addition to all sums due hereunder and any other notes of the same series, the premiums due and to become due upon and under said policies of insurance, and said premium shall be a proper claim in any legal action taken to enforce collection of this note or any others of the same series, and the maker or makers hereof expressly agree to pay the same. It is further understood and agreed that no other agreement, guaranty or warranty, verbal or written, expressed or implied, shall limit or qualify the terms of this note and contract. Any part of this agreement contrary to the laws of this state shall not invalidate other parts of this agreement.

P. O. Address Lillian, Ala. Star Rt. Bx.23 By Clarence Evans (Seal)  
Purchaser Sign Here

Witnesses: 1. \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

2. \_\_\_\_\_

FOR VALUE RECEIVED, I/we, hereby assign the following with full recourse to Farmers & Merchants Bank

its successors, and assigns, the above contract and all right, title and interest in and to the property therein described, and all rights and remedies thereunder, including the right to collect all instalments due thereon and the right either in assignee's own behalf or in our name, to take all such proceedings, legal or otherwise, as we might have taken, save for this assignment; and warrant that the contract is genuine, enforceable, and the only contract executed for the equipment described therein; that all statements therein contained are true; that the equipment has been delivered and accepted; and warrant the payment when due of each sum payable by the customer and the payment on demand of the entire unpaid balance in the event of non-payment by the customer of any sum at its due date or of any other sum by the customer without first requiring assignee to proceed against said customer. We agree that assignee may audit our books and records relating to paper sold to it and agree that without notice to us and without releasing our liability assignee may release any rights against and grant extensions of time of payment to the customer and we waive presentment and demand for payment, protest or notice of protest. We shall have no authority without assignee's prior written consent, to vary or modify the terms of the contract.

WITNESSES: \_\_\_\_\_ By Clarence Evans (Seal)  
Dealer Sign Here

1. \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

2. \_\_\_\_\_

Every endorser by endorsing this note waives  
presentment for payment, protest and notice  
of protest and non-payment.

WITH FULL RECOURSE

PAY TO THE ORDER OF

*David Golden* (Seal)  
DEALER SIGN HERE

TITLE

1000  
m 90  
R 1.25  
2.65

*F. M. Bank*  
HARLAND - ATLANTA  
*Soley*

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon CLARENCE EVANS, 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 FARMERS & MERCHANTS BANK, Foley, Alabama, assignee of NEW DEAL MOTOR COMPANY, Foley, Alabama.

Witness my hand this 20 day of March, 1964.

Allice J. Daise  
Clerk

\* \* \* \* \*

COMPLAINT

FARMERS & MERCHANTS BANK,  
Foley, Alabama, assignee of  
NEW DEAL MOTOR COMPANY, Foley,  
Alabama,

PLAINTIFF,

VS:

CLARENCE EVANS,

DEFENDANT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendant TWO HUNDRED EIGHTY-THREE & 20/100 DOLLARS (\$283.20), due by promissory note made by him on the 10th day of November, 1962, and payable on the 1st day of February, 1964, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FIFTY & 00/100 DOLLARS (\$50.00).

Willie W. Wynn  
Attorney for Plaintiff

Defendant's address:

Star Route Box 23  
Lillian, Alabama

64-4-24-64

no. 5983

SUMMONS

FARMERS & MERCHANTS BANK, Foley,  
Alabama, assignee of New Deal  
Motor,

PLAINTIFF,

VS:

CLARENCE EVANS, *C/m*

*Lillian, etc.* DEFENDANT.

Received *26* day of *Nov* 19 *64*  
at *24* day of *Apr* 19 *64*  
a copy of the within *292*  
*Clarence Evans*

By service on

TAYLOR WILKINS, Sheriff

By *Richard Anderson*

*Lillian*

Sheriff claims *160* miles at

Ten Cents per mile Total \$ *10.00*

TAYLOR WILKINS, Sheriff

BY *C. Fieldress*  
DEPUTY SHERIFF

**FILED**

MAR 20 1964

ALICE J. DUCK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

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FOREST A. CHRISTIAN  
FOLEY, ALABAMA