## 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

> Farmers & Me<u>rch</u>ants Bank Re:

Vs: Clarence Evens 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.

Form 119—Harland-Atlanta

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S. 571.20  Roy value received the undersigned, jointly and severnily, promise to pay to the order of New Beal, Notice Co. Tolay, Als.  the sum of Five Findered Severnily Four & 20/100 — DOLLARS payable in 5 equal consecutive { weekly X monthly semi-monthly } instalments of 8	NEGOTIABLE		•	V*
For value receives the undersigned, jointly and severally, promise to pay to the order of New Deal Yottor Co. Roller, allow 12 of 20/100		<u> </u>		
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office of the New Deal Motor Co. Foley. All. with interest at \$\frac{\text{Dep}}{\text{constitute}}\$ per cent per annum after maturity until paid, together with a reasonable attorney foe, if given after maturity to an attorney for collection. THIS NOTE is given for part of purchase price of 1957 Mexcury 16 ft. No Top RVI AT Works 15 ft. 1957 All. & Top RVI AT Works 15 ft. 1957 All. & Top RVI AT Works 15 ft. 1957 All. & Top RVI AT Tole    Serial No.	payable in 56 equa	${ m al}$ consecutive $\left\{egin{array}{l} { m weekly} & { m X} \ { m monthly} \ { m semi-mon} \end{array} ight.$	thly instalments of \$ 10.00 each and	<u>l</u> equal
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Serial No.    Serial No.   By Price   By Price   Serial No.   By Price   By Pri	office of the New Dearter maturity until paid, to	eal Motor Co. Fo	attorney fee, if given after maturity to an attorney fee, if given after maturity to an attorney for the feet at 8 per	cent per annum ey for collection.
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	ITNESSES:		Dealer Sign Here	(Seal
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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

DEALER SIGN HERE

TITLE

VO 60 m 90 R1,25; 2.65 Ty M. Baule 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.

Alice Andere Se \* \* \*

## COMPLAINT

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

\*

PLAINTIFF,

50

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

VS:

CLARENCE EVANS,

DEFENDANT.

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).

Attorney for Plaintiff

Defendant's address:

Star Route Box 23 Lillian, Alabama

64-4-24-64

service on.

no.5983

## SUMMONS

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

PLAINTIFF,

VS:

clarence evans, ym Lillian, Wa. DEF

DEFENDANT.

MAR 20 1984

AUGE J. DUDY, CLERK

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA