FOREST A. CHRISTIAN

ATTORNEY AT LAW

P.O. DRAWER 190

AREA CODE 205 - PHONE WH 3-2201

FOLEY, ALABAMA 36535

May 29, 1964

Honorable H. M. Hall Judge of Gircuit Court Bay Minette, Alabama

Re: P. S. Holmes, ind. and as

assignee of FARMERS & MERCHANTS

BANK, Foley, Alabama, Thomas C. Harrison Case No. (030)

۷s:

Dear Judge Hall:

Kindly render judgment in the case mentioned above in the amount of \$631.00.

3 notes attocked

General Delivery; -

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers & Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

RECORD OF PAYMENTS							
DATE	PAYMENTS		BALANCE				
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ENDORSEMENT OF INTEREST PAYMENTS

 19	\$ _ to	19
 19	\$ _ to	19
 _19	\$ _ to	19
	_ to	

7-29-1961

Pay to the order of O. S. Holmes without recourse on us; farmers & Merchants Bank Foley, Ala.

By Mylony Int

Cashier

\$ 2,00 1.00 3.00

21.15 D James & Mer. 13h

s 200 . 00				Foley, Baldwin County	, Alabama,	2-10-62	, 19
ON OR BEFORE the.	loth		May			, 19_62, 1	or we, promise
to pay to the order of	0. S.	Holme s.				_at Farmers & l	Merchants Bank,
3.7 47. 41 Aff	Tran Ha	ndred					- DOLLARS
Foley, Ala, the sum of for value received, with int The parties to this instrumer the Laws and Constitut tempting to collect or secure t protest, demand, presentment In order to secure the pay BARGAIN, SELL and CONVEY	erest at the ment, joint ion of Alabe his debt, in or other re-	e rate of eight per ly and severally, a sama or any other cluding a reasonable quirements are spec	er cent (8%) p gree to pay th State as to per le attorney's fer cifically waived.	er annum, from maturity its note and waive as to this sonal property, and agree, whether the same be colle	s debt, or any reto pay all contents or secured	renewal thereof, all rost of collecting or by suit or otherwise said bank. I or we	right to exemption securing or at- and all notice of the hereby GRANT.
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that it is free and clear from authorize and empower Farmi Default in the payment of ment of this note, in whole or or public auction, for cash, at more, written notices in three attorney's fee and payment of if any, to the undersigned. To re we hereby specifically paid by me or us to the Farm any other indebtedness.	include her and warrand all liens a list & Merci any install in part, be the place we public place recording the Farmers agree that lers & Merci	ein all personal pro; to Farmers & Me nd encumbrances a sants Bank to applement shall make a seized and sold by there said property is in Foley, Alabam tees and second, to & Merchants Bank the property above hants Bank, and the programme of the property above than the property above the property	perty acquired rechants Bank t ind agree that i agree that i to the paym il installments the said Farm is, or at Farme a; the proceeds the payment o t is hereby aut elescribed may at all provision and Farmers at the payment of the payment of the payment of the payment of the payment and Farmers at the payment and payment at the payment at the payment and payment at the payment and payment at the paymen	atter the date of execution hat I or we have a full rights statement is made for ent of this debt any funds due. All of the above propers & Merchants Bank of I rs & Merchants Bank built of such sale to be applied of the sums due hereunder of horized to become the purel be considered as security sof seizure and sale shall.	the to convey a the purpose of in said bank be erty, or any of Foley, its agents ling in Foley, A first, to the exp or by virtue of a haser at any said for any other apply both to the constitution of the co	ment. Il property as herely f obtaining this loa lenging to me or us it, may after matur, successors or assignation labama, after postinense of advertising, any other instrument le held by virtue of debts now or herea his instrument and the conductor all of sai	n above conveyed; n. I or we also tity and non-pay- ms at private sale ag for one day or scilling, conveying, , and the balance, this instrument, frer due and un- o notes evidencing
conveyed to said Bank immed It is agreed and understoo or if said property should be come due immediately, and th WITNESS my or our hand	iately and l d that if th traded or re le holder he	nereby agree to pay arough mismanagem smoved from the Co areof is hereby auth	y all costs of t ent, want of pr ounty, or if the norized to proce	aking possession of said proper care, or for any other holder should deem itself ied to foreclose said mortgabove written.	cause any of sa insecure, then the ige as above pro-	g a reasonable atto id property should d he whole debt hereby ovided in case of de	rney's fee. eteriorate in value r secured shall be- efault.
WITNESS.				\mathcal{J}_{r}	<u> </u>	turns	(SEAL)
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			Gen Del	. Foley, Ala			

No.____

				Who have
00° 00° 00° 00° 00° 00° 00° 00° 00°		Foley, B	aldwin County, Alabama,	, 19
ON OR BEFORE the		July		, 19 <u>67</u> , I or we, promise
	MERS & MERCHANTS BAN	K of Foley, Alaban	na, at said bank, the sum	o f
for value received, with interpretation of the Laws and Constitution tempting to collect or secure tempting to demand, presentment of the payment of the pay	erest at the rate of eight per cement, jointly and severally, agree on of Alabama or any other State his debt, including a reasonable at or other requirements are specificament of this note and any and all to Farmera & Merchants Bank of	ent (8%) per annum, to pay this note and e as to personal prop- tiorney's fee, whether tally waived, installments thereof, Poley, its successors s	from mathirity. It waive as to this debt, or any erty, and agree to pay all the same be collected or secured and any other indebtedness to and assigns, the following description.	renewal thereof, all right to exemption to collecting or securing or atby suit or otherwise, and all notice of said bank, I or we, hereby GRANT, cibed property, to-wit:—
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wherever located, and I or we hereby covenant that it is free and clear from authorize and empower Farm Default in the payment of ment of this note, in whole of or public auction, for cash, at more, written notices in three attorney's fee and payment of any, to the undersigned. I or we hereby specifically and the mer or us to the Farm	and warrant to Farmers & Mercha all liens and encumbrances and sers & Merchants Bank to apply to any installment shall make all in in part, be seized and sold by the the-place where said property is, public places in Foley, Alabama; if recording fees and second, to the the Farmers & Merchants Bank is agree that the property above de hers & Merchants Bank, and that	ants Bank that I or wagree that this statem to the payment of this nstallments due. All or e said Farmers & Merc or at Farmers & Merc the proceeds of such se payment of the sum; hereby authorized to scribed may be considerall provisions of seizur	re have a full right to convey tent is made for the purpose debt any funds in said bank of the above property, or any chants Bank of Foley, its agenthants Bank building in Foley, ale to be applied first, to the es due hereunder or by virtue of become the purchaser at any sered as security for any othere and sale shall apply both to	of obtaining this loan. I or we also belonging to me or us. of it, may after maturity and non-payts, successors or assigns at private sale Alabama, after posting for one day or xpense of advertising, selling, conveying, any other instrument, and the balance, sale held by virtue of this instrument, redebts now or hereafter due and unthis instrument and to notes evidencing
any other indebtedness. I or we hereby agree upor conveyed to said Bank immed it is agreed and understoor if said property should be come due immediately, and to witness my or our han	n demand being made by the said	Farmers & Merchants il costs of taking poss , want of proper care, ty, or if the holder sh	Bank, its agent or attorney, lession of said property includ or for any other cause any of ould deem itself insecure, then close said mortgage as above to	to deliver all of said property herebying a reasonable attorney's fee. said property should deteriorate in value the whole delt bayeby secured shall be-
WITNESS.		er.	X-Tom -	Herrison (SEAL)
		Gen Del.	+ Alexal	Harrisan (SEAL)
		Foley, Ala.	V	•

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons THOMAS C. HARRISON, 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 O. S. HOLMES, individually and as assignee of FARMERS & MERCHANTS BANK, Foley, Alabama.

Witness my hand this the day of April, 1964.

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* * * *

COMPLAINT

P. S. HOLMES, individually and as assignee of FARMERS & MERCHANTS BANK, Foley, Alabama,

PLAINTIFF,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

VS:

THOMAS C. HARRISON,

DEFENDANT.

COUNT I:

The Flaintiff claims of the Defendant ONE HUNDRED & 00/100 DOLLARS, (\$100.00) due by promissory note made by him, on the 5th day of April, 1961, and payable on the 6th day of July, 1961, with interest thereon.

Said note provides for a reasonable attorneys fee, which the Plaintiff alleges to be TWENTY-FIVE & 00/100 DOLLARS (\$25.00).

COUNT II:

The Plaintiff claims of the Defendant FORTY & 00/100 DOLLARS (\$40.00), due by promissory note made by him, on the 5th day of June, 1961, and payable on the 5th day of August, 1961, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be TWENTY-FIVE & 00/100 DOLLARS (\$25.00).

COUNT III:

The Plaintiff claims of the Defendant TWO HUNDRED & 00/100 DOLLARS (\$200.00) due by promissory note made by him, on the 10th day of February, 1962, and payable on the 10th day of May, 1962, with interest thereon.

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

COUNT IV:

The Plaintiff claims of the Defendant ONE HUNDRED SEVENTY-ONE &

Summons & Complaint

- 2 -

00/100 DOLLARS (\$171.00), due January 1, 1964 for monies loaned to the Defendant as is evidenced by certain checks at various times, with interest thereon.

Attorney for Plaintiff

Defendant's Address:

General Delivery Foley, Alabama

84-4-29-64

I servad a copy of the within By service on. TAYYOR WILKING Shenff Byllarlar Kineseras, S.

M 6032

SUMMONS

ond as O. S. HOLMES, assignee of FARMERS & MERCHANTS BANK, Foley, Alabama,

PLAINTIFF,

- VS -

THOMAS C. HARRISON,

DEFENDANT.

APR 21 108%

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA